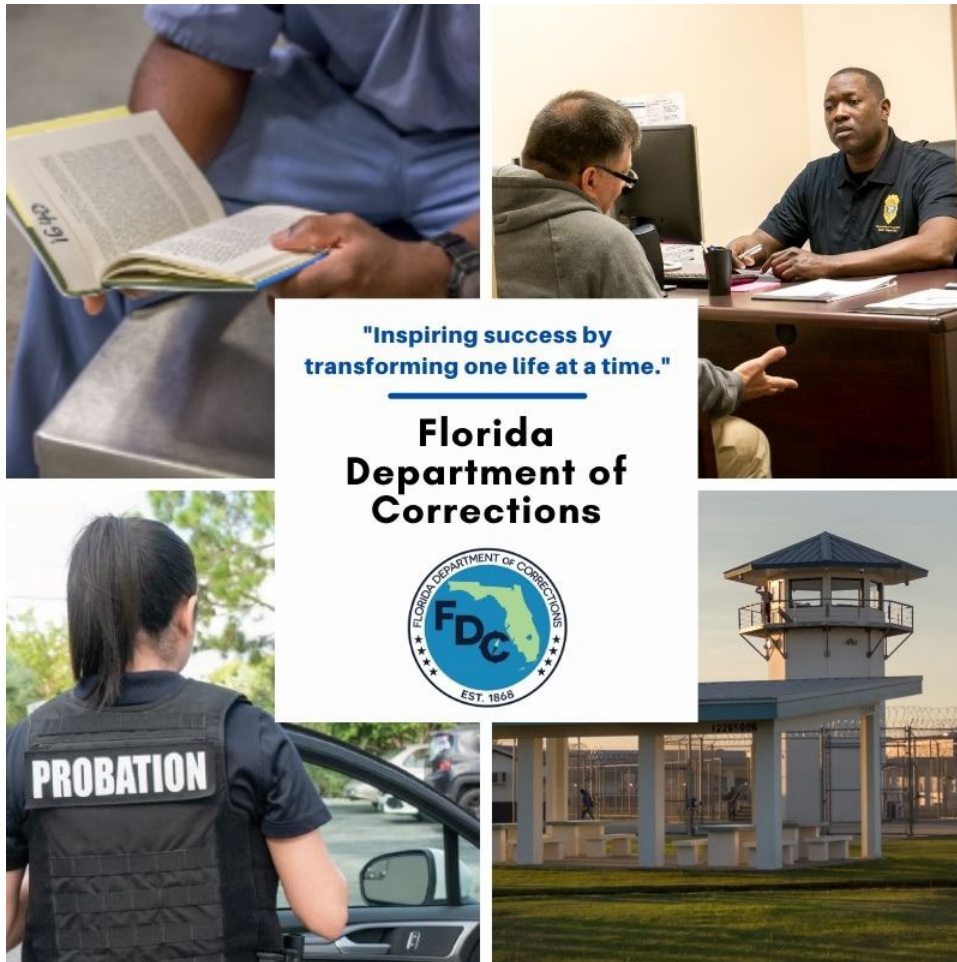


# Invitation to Bid (ITB)



## **Mattresses and Pillows** **FDC ITB-24-017**

Alexis Bryan, Procurement Officer  
Florida Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399

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## SECTION 1: Definitions

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

- 1.1 **Agency Term Contract (ATC or Contract)**: The written contract between the Department and the successful Vendor, which results from this ITB and is mandatory for use by the entire Department.
- 1.2 **Bid**: A Vendor's response to this ITB.
- 1.3 **Business Day**: Days Monday through Friday, excluding State holidays or other official closures.
- 1.4 **Contractor**: A legally qualified corporation, partnership, or other business entity that submitted a Bid to the Department in response to this ITB and is awarded this Contract.
- 1.5 **Contract Manager**: The Department employee, or designee, who will serve as a liaison between the Contractor and Department under the Contract and will monitor the Contractor's progress and Contract performance to ensure the procured products and services conform to the Contract's requirements.
- 1.6 **Day**: A calendar day unless otherwise noted.
- 1.7 **Department or FDC**: The Florida Department of Corrections.
- 1.8 **Material Deviation(s)**: A deviation from the requirements and specifications herein, which, in the Department's sole discretion, is not in substantial accord with the requirements and specifications, provides a significant competitive advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department.
- 1.9 **Minor Irregularity**: A variation from the requirements and specifications herein that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors and does not adversely impact the Department's interests.
- 1.10 **Purchasing Card (PCard)**: The State of Florida's purchasing card program that utilizes the Visa platform.
- 1.11 **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.
- 1.12 **Responsive Bid**: A Bid submitted by a Responsible Vendor, which conforms to all material aspects of this ITB.
- 1.13 **Vendor**: A legally qualified corporation, partnership, or other business entity submitting a Bid to the Department in response to this ITB.



## SECTION 2: Introduction

### 2.1 Overview

The Department needs to purchase and deliver mattresses and pillows to various non-incentivized and incentivized Correctional Institutions throughout the State of Florida. Previously, the Department purchased these items through ATC-18-001.

### 2.2 ITB Timeline

The Department established the following Timeline for this ITB. Each Vendor must adhere to this Timeline and any Timeline revision(s). The Department will post any Timeline revision as an addendum to the ITB advertisement in accordance with Section 3.2.1 of this ITB. All references to the "Timeline" herein refer to the Timeline in this section. All times below are Eastern Time (E.T.).

Event	Occurrence	Location (if applicable)
ITB Advertised	December 6, 2024	Vendor Information Portal <a href="https://vendor.myfloridamarketplace.com">https://vendor.myfloridamarketplace.com</a>
Deadline for Vendors to Submit Questions	December 27, 2024, by 5:00 p.m.	Submit via email to: <a href="mailto:Purchasing@fdc.myflorida.com">Purchasing@fdc.myflorida.com</a> Attn: Alexis Bryan Subject: FDC ITB-24-017 Mattresses and Pillows
Anticipated Date the Department will Advertise its Answers to Vendors' Questions	January 23, 2024	Vendor Information Portal <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>
Bid Deadline and Time of the Department's Public Bid Opening	February 6, 2025, at 2:00 p.m.	Florida Department of Corrections Attn: Alexis Bryan FDC ITB-24-017 Mattresses and Pillows 501 S. Calhoun Street Tallahassee, FL 32399
Anticipated Date the Department will Advertise its Agency Decision	March 2025	Vendor Information Portal <a href="https://vendor.myfloridamarketplace.com/">https://vendor.myfloridamarketplace.com/</a>

## SECTION 3: Key Information

### 3.1 Background

As Florida's largest agency and the third-largest state prison system in the United States, the FDC has nearly 24,000 full-time employees, incarcerates approximately 80,000 inmates, and supervises nearly 146,000 offenders in the community. The Department's Office of Institutions manages 143 facilities statewide, including major institutions, annexes, work camps, road prisons, forestry camps, re-entry centers, and community release centers. The Department's Office of Community Corrections monitors and supervises adult offenders out of 130 offices within 20 judicial circuits. The Department divides its operations geographically into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida), and Region IV (South Florida). Each region has a Regional Director of Institutions who supervises all Wardens in that region and a Regional Director of Community Corrections who supervises all Circuit Administrators in that region.

### 3.2 Statement of Purpose

The purpose of this ITB is to secure Responsive Bids from Responsible Vendors to provide and deliver mattresses and pillows, listed in Attachment I - Price Sheet, to non-incentivized and incentivized correctional institutions throughout the State of Florida. The Department is issuing this ITB to establish a new Agency Term Contract (ATC). Service or delivery locations may be found in Attachment V of this ITB.

#### 3.2.1 ITB Modifications

Once the Department advertises this ITB on the Vendor Information Portal (VIP), if it needs to change, supplement, modify, or revise any portion of its contents or exhibits, attachments, or other materials, it will advertise supplemental information as an addendum to this ITB on the VIP. Interested parties are responsible for monitoring the VIP website for addenda relative to this solicitation.

#### 3.2.2 Order of Precedence

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

- A) ITB addenda, in reverse order of issuance;
- B) This ITB document, including any attachments or exhibits;
- C) Form PUR 1000, referenced in Section 5.1 of this ITB; then
- D) Form PUR 1001, referenced in Section 5.1 of this ITB.

### 3.3 ITB Outcome

#### 3.3.1 Contract Term and Renewal

As a result of this ITB, the Department will award the successful Vendor a Contract for up to five (5) years. The awarded Contract may be renewed for up to five (5) additional years, or portions thereof, in accordance with Section 287.057(14), Florida Statutes (F.S).



Contract pricing will be fixed, as specified in the Vendor's completed Attachment I - Price Sheet.

### **3.3.2 Purchases and Invoices**

The Department may issue purchase orders (PO) through MyFloridaMarketPlace/Ariba on Demand (MFMP AOD) or pay for deliverables via PCard. Throughout the Contract term, the Contractor shall invoice the Department in arrears, as required by Section 215.422, F.S. The Contractor's invoice shall include its name, mailing address, federal tax identification number (FEIN), PO number, the dates of service (if applicable), items provided (if applicable), and all relevant supporting documentation.

### **3.3.3 Substitutions**

Upon Contract execution, the Contractor must provide only the items awarded. Substituted items sent to the Department without prior approval by the Department are prohibited, will be returned at the Contractor's expense, and may lead to termination of the Contract.

If an awarded item cannot be provided for reasons beyond the Contractor's control, such as a product discontinuance, the Contractor shall propose an alternative item to the Contract Manager for approval within 10 Days of receiving a purchase order from the Department. The alternative item must meet or exceed the terms, conditions, and requirements applicable to the item originally awarded. The Department may require a sample of the alternative item for review prior to approval. If required, the Contractor will deliver the sample to the Department's Central Office in Tallahassee, FL, or other locations as directed, at no cost to the Department. If the Contractor wants the sample returned, it will pay for shipping the item(s) back after the Department completes its review.

### **3.3.4 Addition/Deletion of Items or Service Locations**

The Department reserves the right to add or delete items and service locations after Contract execution when it is in the Department's best interest and within the general scope of this ITB. The Contractor's pricing for items and service locations added or substituted must be comparable to the prices established by this ITB. Any modification to add or delete items or service locations will become effective only upon execution of a written amendment to the Contract.

### **3.3.5 Subcontracts**

With prior written consent from the Department, the Contractor may enter written subcontracts to fulfill its Contract duties as indicated in this ITB. The Vendor must disclose anticipated subcontracts at the time of Bid submission and must provide a copy of the proposed subcontract to the Department with its Bid. No subcontract into which the Vendor enters for the performance of its duties under the Contract shall in any way relieve the Vendor of responsibility or liability associated with the performance of its Contract duties. All subcontractors shall comply with the Contract requirements to the same extent as the Contractor, including requirements regarding background checks and other security measures.

The Department will only pay the Contractor for deliverables provided under the Contract. The Contractor shall make all payments to subcontractors within seven (7) Business Days after any payment is received from the Department, per Section 287.0585, F.S. The Department shall not be liable to any subcontractor for any expenses incurred under the



subcontract. The Contractor assumes sole responsibility for all expenses and liabilities incurred under a subcontract. If the Contractor fails to pay the subcontractor within seven (7) Business Days, the Contractor shall pay the penalty to the subcontractor in the amount of one-half (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.

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## SECTION 4: Statement of Work

### 4.1 Specifications

The Vendor shall provide mattresses and pillows to non-incentivized and incentivized correctional institutions as specified in Attachment I - Price Sheet of this ITB. The Vendor must bid only the items specified in this ITB. The items sought in this ITB will be considered deliverables in the Contract.

#### 4.1.1 Estimated Quantities

The quantities provided in this ITB are given as an estimate for Vendors to prepare their Bids and the Department to make an award. Quantities should not be construed as representing the actual quantities to be purchased by the Department. The Department may purchase more or fewer items than indicated in this ITB.

#### 4.1.2 Minimum Order

There will be no minimum order under the Contract; however, the Department will not place orders that split standard packaging (boxes, cases, etc.). The Vendor will include its standard package size on Attachment I - Price Sheet.

#### 4.1.3 Delivery

The Vendor shall ship items to the Department as *Free on Board Destination* and ensure items arrive within 30 Days of PO issuance unless a different time is agreed to by the Department as documented on a PO. Deliveries must be made between 8:30 a.m. and 4:00 p.m., local time, Monday through Friday, excluding State holidays and other official closures, unless otherwise stated on a PO.

#### 4.1.4 Damaged Goods

The Contractor shall file, process, and collect all claims for damaged goods. To assist the Vendor in the efficient handling of damage claims, the Department's staff receiving goods will:

- A. Record any visible damage on all copies of the delivery carrier's Bill of Lading and provide the Vendor with a copy;
- B. Report visible damage to the Contractor in writing within 15 Days of delivery; and
- C. Retain the damaged item(s) and, if possible, its shipping container, including packing material, until the delivery carrier performs inspections and the issue is resolved with the Contractor.

#### 4.1.5 Summary Reports

The Contractor shall provide the Contract Manager with a report of all Contract purchases at the end of each calendar quarter (March, June, September, and December). These quarterly reports must provide, at minimum, 1) total number of orders placed during the quarter, 2) total dollar value of orders placed during the quarter, 3) total number of each



item sold during the quarter, and 4) total dollar value of all items sold during the Contract term to date.

The Department may, at its sole discretion, develop a format for the Contractor to use in reporting the information above. The Contractor shall utilize any format developed by the Department for this purpose. The Contractor's failure to provide a quarterly report within 30 Days following the end of a quarter may result in the assessment of financial consequences or termination of the Contract.

#### **4.1.6 Non-Incentivized and Incentivized Mandatory Correctional Institution Mattress Requirements**

- 1) Newly introduced mattresses shall have a char length not exceeding two (2) in. (51mm) when tested in accordance with 16 Code of Federal Regulations(CFR) 1632, "Standard for the Flammability of Mattresses and Mattress Pads."
- 2) Mattresses shall comply with Standard Sidewall Spacing Rule (SSSR) 10.3.3.2.1 or 10.3.3.2.2 unless they are located in a building protected by an approved automatic sprinkler system.
- 3) The mattress shall have limited rates of heat release when tested in accordance with the American Society for Testing and Materials (ASTM) E1590, Standard test method for Fire Testing of Mattresses, as follows:
- 4) The peak heat release rate for the single mattress shall not exceed 100 k.w.
- 5) The total heat the mattress releases during the first 10 minutes of the test shall not exceed 25 MJ.
- 6) The Mattress shall have a mass loss not exceeding 15 percent when tested in accordance with the fire test in appendix A3 of ASTM F1085, Standard specification for Mattress and Box Springs for Use in Berths in Marine Vessels.
- 7) When tests are conducted in accordance with SSSR 10.3.3.2, the formation of flaming droplets during the test shall be reported.

#### **4.1.7 Incentivized Correctional Institution Mattress Requirements**

The Contractor shall deliver mattresses to various Incentivized Correctional throughout the State, in accordance with Attachment V, Delivery Locations. Incentivized mattresses shall:

- 1) Have a fluid and stain-resistant outer cover constructed of 14-ounce double-coated protective vinyl.
- 2) Have a double-stitch seam with end closure using Tex 45 Anafil Nylon Bonded thread;
- 3) Have a cumuflex core constructed with 5.25" densified poly fiber 10 ounces, plus 3" of 12 oz Densified Poly Fiber +/- 7%, 100% polyester fibers;
- 4) Be mold, mildew, and moisture, hypo-allergenic, non-toxic, and odor-free;



- 5) Be certified to meet the following minimum flame-resistant standard: 16 CFR 1633 standard for the flammability (open flame) of mattress; and
- 6) Be the size 30"x 75" x 7".

#### **4.1.8 Non-Incentivized and Incentivized Correctional Institution Pillow Requirements**

The Contractor shall Deliver pillows to various Non-Incentivized and Incentivized Correctional Institutions throughout the State, in accordance with Attachment V, Delivery Locations. Pillows shall:

- 1) Be separate from the mattress;
- 2) Be standard-sized, measuring 20" x 26",
- 3) Have an outer cover constructed of heavy-duty, 3-ply vinyl, with a cut and tear-resistant scrim middle layer.
- 4) Have a fluid and stain-resistant cover, which is easy to clean and disinfect;
- 5) Have an outer cover clear in color and a cotton core with fire resistance cover and filling to include ticking with outer clear.

#### **4.2 Warranty Requirements**

The Vendor shall guarantee all items purchased against nonconformance and manufacturing and design defects. Upon notification of the defect by the Department, the Contractor will promptly cure any nonconforming or defective goods at no additional cost to the Department. The Contractor will bear all costs associated with curing the defect or nonconformance, including shipping/re-shipping and inspection costs.

#### **4.3 Performance Measures and Financial Consequences**

The Department desires to contract with a Vendor who demonstrates its willingness to be held accountable for the achievement of successful Contract performance. By submitting a Bid, the Vendor agrees to the Department's assessment of financial consequences, which are not intended to be a penalty but to incentivize the Contractor's performance under the Contract.

The performance measures below list the key expectations most critical to the success of the Contract and the financial consequence the Department will assess if an expectation is not met. If a Contractor is unable to achieve a performance measure expectation because of unforeseen circumstances outside of its control, the Contractor may submit a written request, in advance, to the Contract Manager to waive the assessment of the associated financial consequence. The Contract Manager will then review the request to determine whether mitigating circumstances existed beyond the Contractor's control. For the Department to approve the request, the Contractor must not have contributed to the failed expectation in any manner. The Department does not waive its ability to assess financial consequences by allowing the delivery of an item(s) or completion of services after the time allowed. Nothing in this section shall limit the Department's right to pursue other remedies available at law or in equity.



Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
<b>PM-001</b>	The Contractor shall deliver items ordered within 30 Days or by the date provided in the Department's Purchase Order, whichever is later.	All orders shall be delivered within 30 Days or the timeframe in the PO, whichever is later.	Per Day.	\$50 per Day after 30 Days or the time allowed by the Contract or PO.
<b>PM-002</b>	The Contractor shall notify the Contract Manager of any required substitutions within 10 Days of PO issuance.	No substitutions shall be provided without the Department's prior approval.	Per Day.	\$50 per Day, beginning the 11th Day after PO issuance.

## SECTION 5: Bid Process and Vendor Information

### 5.1 General Instructions

The State's General Contracting Conditions (Form PUR 1000) and General Instructions to Respondents (Form PUR 1001) may be viewed at the link below and are hereby incorporated by reference in their entirety as part of this ITB.

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_agency\\_resources/state\\_purchasing\\_pur\\_forms](https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms).

The terms and conditions set forth within this ITB supersede any conflicting terms and conditions set forth within Forms PUR 1000 or PUR 1001.

### 5.2 Vendor Questions

Interested Vendors may email questions relating to this ITB to the Procurement Officer listed below by the deadline in the ITB Timeline. Verbal questions, or those submitted after the deadline, will not be acknowledged.

#### **Procurement Officer:**

Alexis Bryan  
Bureau of Procurement  
Florida Department of Corrections  
501 S. Calhoun Street  
Tallahassee, FL 32399-2500  
Telephone: (850) 717-3700  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

The Department will post its answers to written questions to the VIP on or about the date referenced in the Timeline.

Between the release of the solicitation and the end of the 72-hour period following the advertisement of the Notice of Agency Decision (the 72-hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this ITB, and 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(25), F.S.

Persons requiring special accommodations to respond to this ITB because of a disability should contact the Bureau of Procurement at (850) 717-3700 at least five (5) Days before any Bid opening or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the Bureau of Procurement by using the Florida Relay Service at (800) 955-8771 (TTY/ASCII).

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with a State employee related to this ITB. Only written communications from the Procurement Officer are considered duly authorized expressions on behalf of the Department. Only written communications from a Vendor will be recognized as duly authorized expressions on behalf of the Vendor. Any discussion by a Vendor with an employee or representative of the



Department involving cost or price and occurring before the Department advertises its notice of agency decision may result in the rejection of that Vendor's Bid.

### 5.3 Vendor Ombudsman

A vendor ombudsman has been established within the Florida Department of Financial Services (DFS). The duties of this office include acting as an advocate for Vendors who may experience problems in obtaining timely payment(s) from a state agency. The vendor ombudsman may be contacted by calling DFS at (850) 413-5516.

### 5.4 Bid Submissions

Before submitting a Bid, Vendors should check the VIP for any ITB modification(s) as outlined in Section 3.2.1. Neither the Department nor the State of Florida is liable for any costs incurred by a Vendor in response to this ITB.

A Vendor must prepare its Bid simply and economically, providing a straightforward, concise delineation of the Vendor's capability to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional materials are discouraged. Bids must be complete and clear. To expedite the Department's review of Bids, Vendors must adhere to the following instructions:

- A) Bids must 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.
- B) Bids must be submitted in a sealed envelope/package with **FDC ITB-24-017 and the date/time of the Public Bid Opening** clearly marked on the outside of the envelope/package.
- C) It is the Vendor's responsibility to ensure its Bid is delivered to the proper place and time as stipulated in the Timeline.
- D) Bids received after the Bid Deadline provided in the Timeline will not be accepted.
- E) Vendors should submit one (1) original hard copy Bid and one (1) electronic Bid copy in searchable PDF format on a CD, DVD, or flash drive. The electronic copy must contain the entire Bid as submitted, including all supporting and signed documents. CDs, DVDs, and flash drives submitted should not be password protected.
- F) If the Vendor considers any portion of its Bid to be confidential, trade secret, or otherwise exempt from disclosure under Chapter 119, F.S., the Florida Constitution, or another legal authority, the Vendor must also simultaneously provide the Department a redacted copy of its Bid in both hard copy and electronic forms and provide a brief written description of its grounds for claiming exemption from public record, including the specific statutory citation for such exemption. This redacted copy shall be titled "Redacted Copy." The redacted copy must be provided to the Department at the same time the Vendor submits its Bid and must only exclude or redact those exact portions of the Bid claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its assertion that the redacted portions of its Bid are confidential, trade secret, or otherwise exempt from disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any claims arising from or relating to the Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret, or otherwise exempt from disclosure. If the Vendor fails to submit a redacted copy with its Bid, the Vendor explicitly authorizes the Department to produce its entire Bid contents in answer to a



request for public 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 Bid.

#### **5.4.1 Mandatory Documentation**

Vendors must complete and submit the following mandatory documentation with their Bids:

- A) Attachment I – Price Sheet
- B) **Florida Preference Letter, as outlined in Section 5.4.3**
- C) Attachment II – Vendor's Contact Information and Certification
- D) Attachment III – Certification of Drug-Free Workplace Program
- E) Attachment IV – Security Requirement for Contractors
- F) Attachment VI – Foreign County of Concern Attestation
- G) Attachment VII – Vendor Certification Form

#### **5.4.2 Price Sheet**

The Vendor shall complete and submit Attachment I-Price Sheet, to bid on this ITB. Vendors should ensure they are using the most current version of the Price Sheet before submitting their Bids by checking the VIP for any ITB modifications as outlined in Section 3.2.1. By submitting a Bid in response to this ITB, a Vendor warrants its agreement to the prices submitted. Vendors should submit Bids with the most favorable pricing the Vendor can offer the State. Any modifications, qualifications, counteroffers, deviations, or challenges will be rejected and may render a Bid non-responsive. The Department may reject any Vendor's Price Sheet that includes inconsistencies, inaccuracies, or is incomplete.

Bids must be firm prices and inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges. The Department is exempt from paying federal excise taxes and sales tax on direct purchases of commodities or services.

If a Price Sheet includes inconsistencies or 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.

The items or services sought in this ITB will be considered deliverables in the Contract.

**If the completed and correct version of the Price Sheet is not included in a Vendor's Bid, the Bid will be deemed non-responsive.**

#### **5.4.3 Additional Bid Requirement for Out-of-State Vendors (Florida Preference)**

Per Section 287.084, F.S., a Bid from a Vendor whose principal place of business is **NOT** located within the State of Florida must include a written letter from an attorney licensed to practice law in the state where their principal place of business is located, which identifies any preference(s) granted by that state to its business entities in the award of public contracts under the current laws of that state. If no preference is provided in that state, the attorney's letter should contain a statement specifying that no preference is granted. The Department considers a Vendor's principal place of business as the principal



address registered with the Florida Department of State, Division of Corporations (<https://dos.myflorida.com/sunbiz/>). **If this letter is not included in the Bid of a Vendor whose principal place of business is NOT located within the State of Florida, or if the letter does not accurately reflect the current preferences of that state, if any, the Bid will be deemed non-responsive.**

When the lowest Responsive Bid is submitted by a Responsible Vendor whose principal place of business is **NOT** located within the State of Florida, and the state where the lowest Responsible Vendor's principal place of business is located does not offer any preference for its business entities, a five percent (5%) price preference shall be applied to any Responsive Bid from a Responsible Vendor whose principal place of business is located within the State of Florida. If the state where the out-of-state Vendor is located provides a different price preference for businesses having a principal place of business in that state, that same price preference shall be applied to the Responsive Bids from Florida-based Responsible Vendors.

For example, if an Oklahoma-based company submits a Responsive Bid and is the lowest Responsible Vendor, and Oklahoma offers no preference for the award of Oklahoma-based companies in public contracts, then a five percent (5%) preference would be given to Florida-based Vendors in consideration of an award. If Oklahoma offered a 10% preference in the award of contracts to Oklahoma-based businesses, then a 10% preference would be applied to Florida-based Vendors in consideration of an award.

#### **5.4.4 Contact Information and Scrutinized Company Certification**

The Vendor must certify it is not listed on the Scrutinized Companies that Boycott Israel List, created under Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor must certify 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 Section 215.473, F.S., and they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract.

Any company that submits a Bid must certify that the company is not participating in a boycott of Israel.

Vendors shall accomplish this certification(s) by completing and returning Attachment II, Vendor's Contact Information and Certification. **If Attachment II is not included in the Vendor's Bid, the Bid will be deemed non-responsive.**

#### **5.4.5 Bid Contents**

All documents produced or provided as part of any Bid or this ITB process shall become and remain the exclusive property of the Department and may not be removed by the Vendor or its agents. The Department has the exclusive right to use any or all ideas,





adaptations of ideas, or content presented in any Bid. Selection or rejection of a Bid shall not affect this right.

#### **5.4.6 Bid Withdrawal**

After submission, a Vendor may withdraw its Bid by submitting a written request to the Procurement Officer. A Vendor's request to withdraw their Bid must originate from the email of their duly authorized representative or be signed by their duly authorized representative. The Department must receive such requests within 72 hours of the Public Bid Opening Date indicated in the Timeline.

If multiple Bids are received from the same Vendor, and the Vendor has not withdrawn one (1) of its Bids, then the Department will only evaluate the Vendor's Bid received last.

All other Bids shall remain valid for 180 Days from the Bid Deadline.

### **5.5 Other Vendor Requirements**

#### **5.5.1 State Licensing Requirement**

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

#### **5.5.2 MFMP Registration**

All contractors doing business with the State as defined in Section 287.012, F.S., must register in the (VIP) system unless exempted under Rule 60A-1.033, Florida Administrative Code (F.A.C.). State agencies shall not agree to purchase commodities or contractual services with any Vendor not registered in MFMP unless exempted by rule. A Vendor not currently registered in MFMP shall do so within five (5) Days of the ITB award. Vendors may complete their MFMP registrations at <http://vendor.myfloridamarketplace.com>. Vendors needing assistance regarding their MFMP registration may contact the MFMP Customer Service Desk at (866) 352-3776 or [vendorhelp@myfloridamarketplace.com](mailto:vendorhelp@myfloridamarketplace.com).

The State of Florida, through the Department of Management Services (DMS), has instituted MyFloridaMarketPlace, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Agencies to registered Vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of seven-tenths of one percent (0.7%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C. or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the Vendor in default if the Vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the Vendor to being suspended from business with the State of Florida.

#### **5.5.3 Substitute W-9**

DFS requires all Vendors doing business with the State to submit a Substitute W-9 Form electronically. To submit Forms, find frequently asked questions, and receive other



assistance, Vendors can visit <https://flvendor.myfloridacfo.com>. For additional help, Vendors may contact DFS at (850) 413-5519 or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

## **5.6 Public Bid Opening**

Bids are due and will be publicly opened at the time, date, and location specified in the Timeline. The Department will not accept or consider Bids received after the Bid Deadline. Vendors may not modify their Bids after the Bid Deadline. Department staff are not responsible for the accidental opening of a Bid that has been improperly sealed or not addressed as indicated in the Timeline.

## **5.7 Bid Evaluation**

### **5.7.1 Basis of Award**

The Department intends to issue an award to the Responsible Vendor who submits a Responsive Bid with the lowest Grand Total Price, as evidenced in Attachment I - Price Sheet. A Vendor must bid on all items for its Bid to be considered Responsive. If applicable, the Department will apply a preference to Florida-based Vendors as indicated in Section 5.4.3.

In the event the Responsible Vendor with the lowest Grand Total Price is found non-responsive, the Department may proceed to the next Responsive Bid from a Responsible Vendor with the next lowest Grand Total Price and continue the award process.

### **5.7.2 Identical Bids**

If the Department receives identical pricing or scoring from multiple Vendors, the Department shall determine the order of award using the following criteria:

- A) If two (2) equal responses are received, and one (1) response is from a certified minority business enterprise, the Department will award a Contract to the certified minority business enterprise in accordance with Section 287.057(12) F.S. Minority Business Certifications submitted by the Vendor as part of its Bid must be active and current at the time of submission. A Bid containing a blank, incomplete, invalid, or falsified Minority Business Certification will be deemed non-responsive.
- B) Per Section 295.187(4), F.S., when considering two (2) or more Bids, at least one (1) of which is from a certified veteran business enterprise, which are equal with respect to all relevant considerations, including price, quality, and service, the Department shall award a Contract to the certified veteran business enterprise. If a veteran business enterprise and one (1) or more businesses entitled to a preference by law submit Bids, which are equal with respect to all relevant considerations, including price, quality, and service, the Department shall award a Contract to the business having the smallest net worth.
- C) Per Section 287.087, F.S., whenever two (2) or more Bids that are equal with respect to price, quality, and service are received by the Department, the Bid from a business that certifies it has implemented a drug-free workplace program shall be given preference in the award process. A Vendor may certify it has implemented a drug-free workplace program by completing Attachment III, Certification of Drug-Free Workplace.



- D) Per Section 287.082, F.S., whenever two (2) or more competitive sealed Bids are received, one (1) or more of which relates to commodities manufactured, grown, or produced within the State of Florida, and whenever all things stated in such received Bids are equal with respect to price, quality, and service, the commodities manufactured, grown, or produced within this State shall be given preference.
- E) Per Section 287.092, F.S., any foreign manufacturing company with a factory in the State and employing over 200 employees working in the State shall have preference over any other foreign company when price, quality, and service are the same, regardless of where the product is manufactured.

### **5.7.3 Rejection of Bids**

The Department reserves the right to accept or reject any Bids or separable portions thereof and waive any minor irregularity, technicality, or omission 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 and those otherwise considered non-responsive. Material Deviations cannot be waived by the Department and shall result in a Bid being deemed non-responsive.

### **5.7.4 Bid Disposal**

All Bids submitted shall become the property of the Department and will be considered public records, subject to the provisions of Chapter 119, F.S.

## **5.8 No Prior Participation or Conflict of Interest**

Per Section 287.057(19)(c), F.S., a person who receives a contract that has not been procured pursuant to Subsections (1)-(3) of S. 287.057, F.S. 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 Vendor 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 Vendor. 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 Vendor 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.

Per Section 287.057(19), F.S., the Department shall avoid, neutralize, or mitigate significant potential organizational conflicts of interest before the award of a contract and may not proceed with an award if a conflict of interest exists based upon the Vendor's gaining of an unfair competitive advantage.



## 5.9 Protest Procedures

Under Section 120.57(3), F.S., any person who is adversely affected by the agency decision or intended decision shall file a notice of protest or formal written protest 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 fax to (850) 922-4355. Protests must be made in compliance with Rules 28-110.003, 28-110.004, and 28-110.005, F.A.C. Filings received after the business hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. E.T. will be filed the next Business Day.

Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

**[Remainder of Page Left Blank Intentionally]**



## SECTION 6: Other Terms and Conditions

### 6.1 Vendor Diversity

The State of Florida is committed to supporting its diverse business industry and population by ensuring participation by minority-owned, women-owned, and veteran-owned business enterprises in the State's economic life. The Department works in conjunction with the Florida Department of Management Services, Office of Supplier Diversity, to provide training on how to access its procurement opportunities.

The Office of Supplier Diversity offers resources to diverse business enterprises, including the Mentor Protégé Program, which connects eligible business enterprises with private corporations for business development mentoring. For more information, including contact information, on the Mentor Protégé Program, Vendors may visit the Office of Supplier Diversity's website at [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

### 6.2 Environmental Considerations

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

### 6.3 Intellectual Property

To the extent that the Contract requires a Vendor to produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, 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 allow its agents to do the same. If the materials developed are subject to copyright, trademark, patent, or legal title, then every right, interest, claim, or demand of any kind, in and to any patent, trademark, copyright, or application for the same, will vest in the 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 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, documents, and other intellectual property produced as part of the Contract shall become the exclusive property of the Florida Department of State, except for data processing software developed by the Department under Section 119.084, F.S. The Vendor and its employees and agents may not remove any such property without the express written consent of the Department.

The Vendor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured or



supplied by the Vendor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement and afford the Vendor full opportunity to defend the action and control the defense of such claim. 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, replacement, or modification of the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor uses any design, device, or material 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.

#### **6.4 Insurance**

The Vendor agrees to provide adequate, comprehensive insurance coverage and hold such insurance during the existence of the Contract. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor and the Department under the Contract. At a minimum, such insurance shall include workers' compensation (if the Vendor employs workers) and employer's liability coverage, per Florida statutory limits; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Vendor may be required to furnish the Department with written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. 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 under Section 768.28, F.S. Nothing herein shall be construed to extend any Vendor's liability beyond that provided in Section 768.28, F.S.

#### **6.5 PCard Payments**

Upon mutual agreement of both the Department and Vendor, the Vendor will accept and receive payments via PCard in the same manner it receives other Visa card purchases. To find out more about the State's PCard program, Vendors may visit:

[https://www.dms.myflorida.com/business\\_operations/state\\_purchasing/state\\_contracts\\_and\\_agreements/state\\_term\\_contracts/purchasing\\_card\\_services](https://www.dms.myflorida.com/business_operations/state_purchasing/state_contracts_and_agreements/state_term_contracts/purchasing_card_services).

#### **6.6 Special Conditions**

##### **6.6.1 Retention of Records and Documentation**

To the extent that information is utilized in the performance of the Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., that information is recognized as a public record. Absent a provision of law, rule, or regulation requiring otherwise, public records shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. By submitting a Bid, the Vendor agrees to the following:



- A) The Vendor shall keep and maintain public records required by the Department to perform the service.
- B) Upon request of the Department, the Vendor shall provide a copy of the records requested 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 otherwise provided by law. Upon request of the Department, the Vendor shall provide all records stored electronically to the Department in a format compatible with the Department's information technology systems.
- C) The Vendor shall ensure that public records exempt or confidential and restricted from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Contract term, and longer if the Vendor does not transfer the records to the Department at the end of the Contract.
- D) At the end of the Contract, the Vendor shall transfer all public records in its possession to the Department at no cost or shall keep and maintain public records as required by the Department. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. If the Vendor keeps and maintains public records at the end of the Contract, the Vendor shall continue to meet all applicable requirements for retaining and disclosing public records.
- E) **Forced Labor Vendor List:**

Vendors must complete and return DMS Form PUR 7063. Vendors should carefully review s. 287.1346, F.S., regarding the Forced Labor Vendor List. In short, the Vendor understands that under s. 287.1346, F.S., a vendor placed on the Forced Labor Vendor List may not submit a bid, proposal, or reply on a contract or be awarded a contract or work as a contractor, supplier, subcontractor, or consultant to provide any goods or services to an agency until such vendor has been removed from the Forced Labor Vendor or sufficient time passes. At its discretion, the Department may terminate this contract if the vendor is placed on the forced labor vendor list in the future.

The Vendor shall retain all documents related to the goods or services provided under this ITB for five (5) years after the Contract ends unless State or federal law requires a longer retention period. Under Section 287.058(1)(c), F.S., the Department may unilaterally cancel the Contract if the Vendor refuses to enable public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract unless the records are exempt from Art. I, Section 24(a), Florida Constitution and Section 119.07(1), F.S.

The Vendor agrees to hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at the Vendor's expense.



### 6.6.2 E-Verify

Every public employer, contractor, and subcontractor shall register with and use the E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all newly hired employees.

- (a) The Vendor understands that a public agency must require that any contractor or subcontractor registers with and uses the E-Verify system to verify the work authorization status of all new employees of the contractor or subcontractor in accordance with s. 448.095(5), F.S.
- (b) The Vendor understands that it shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, in accordance with s. 448.09, F.S.
- (c) The Vendor understands that proof of its E-Verify registration will be conducted by the Department.
- (d) The primary Vendor understands that it must request and maintain an affidavit for all subcontractors stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The primary Vendor certifies that it will provide subcontractor affidavit(s) to the Department at any time the Department requests.

### 6.6.3 Foreign Countries of Concern

If the Vendor will have access to personal identifying information as “personal information” is defined in s. 501.171, F.S., then the Vendor will **provide the Department with a completed DMS Form PUR 1355 located in Attachment VI.**

### 6.6.4 Foreign Gifts, Interest, and Contracts

If applicable, the Vendor has made all required disclosures in accordance with s. 286.101(3), F.S.

### 6.6.5 Convicted Vendor List

Pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

### 6.6.6 Discriminatory Vendor List

Pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity.





#### **6.6.7 Antitrust Violator Vendor List**

Pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

#### **6.6.8 Suspended Vendor List**

Pursuant to section 287.1351, F.S., a Vendor placed on the Suspended Vendor List may not provide any goods or services to an agency after its placement on the Suspended Vendor List until such Vendor has been removed from the Suspended Vendor List and returned to the vendor list maintained by the Department pursuant to section. 287.042(1)(a) and (b), F.S.

#### **6.6.9 Cooperation with the Inspector General**

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

#### **6.6.10 Cooperation with the Florida Legislature**

In accordance with Section 287.058(7), F.S., the Vendor agrees to disclose any requested information relevant to the performance of the Contract to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Vendor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

#### **6.6.11 Severability**

The invalidity or unenforceability of any particular provision shall not affect the enforceability of any other provisions herein 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.

#### **6.6.12 Employment of Department Personnel**

The Vendor 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 term of the Contract, where such employment conflicts with Section 112.3185, F.S.

#### **6.6.13 Legal Requirements**

The applicable provision(s) of all federal, State, and local laws and all ordinances, rules, and regulations shall govern the development, submittal, and evaluation of all Bids received in response to this ITB and shall govern any claims and disputes which may arise between Vendors and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise. Lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.



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

The Vendor shall 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 related to PREA, which will be available to the Vendor upon request.

#### **6.6.15 Security Requirements**

The successful Vendor shall comply with the Department's security requirements and the Department's Restricted Procedure number 602.016, Entering and Exiting Department of Corrections Institutions. Attachment IV-Security Requirements for Contractors is provided for reference. These requirements are subject to change.



# Attachment I – Price Sheet

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Bids must be firm prices and include all packaging, handling, shipping, and other applicable fees. Vendors shall provide a Unit Cost Per Item below, then propagate a total for the item based upon the Estimated Annual Quantity of commodities to be purchased. By submitting pricing below, the Vendor agrees that in the absence of an equitable price adjustment, as indicated in PUR 1000 (referenced in Section 5.1 of this ITB), renewal pricing will remain the same throughout the Contract.

Non-Incentivized Correctional Institution			
Mattress Requirements	(A) Unit Cost (Per Item)	(B) Estimated Annual Quantity	(C) Extended Annual Cost (A+B=C)
<b>Non- Incentivized Mattresses:</b> <ul style="list-style-type: none"> <li>Outer cover constructed of heavy-duty, 3-ply vinyl, with a cut and tear-resistant scrim middle layer;</li> <li>Double-needle, lock-stitch-sewn seam with heavy-gauge nylon thread;</li> <li>Fluid and stain-resistant cover, which is easy to clean and disinfect;</li> <li>Clear outer cover;</li> <li>Core constructed with 90% cotton fibers encased in an inner cotton cover; and</li> <li>Be the size 30" x 75" x 4".</li> <li>Newly introduced mattresses shall have a char length not exceeding 2 in.(51mm) when tested in accordance with 16 CFR 1632, " Standard for the Flammability of Mattresses and Mattress Pads".</li> <li>Mattresses shall comply with Standard Sidewall Spacing Rule (SSSR) 10.3.3.2.1 or 10.3.3.2.2 unless the mattress is located in a building protected throughout by an approved automatic sprinkler system.</li> <li>The mattress shall have limited rates of heat release when tested in accordance with ASTM E1590, Standard test method for Fire Testing of Mattresses, as follows: <ul style="list-style-type: none"> <li>The peak rate of heat release for the single mattress shall not exceed 100 k.w.</li> <li>The total heat released by the mattress during the first 10 minutes of the test shall not exceed 25 MJ.</li> <li>The Mattress shall have a mass loss not exceeding 15 percent when tested in accordance with the fire test in appendix A3 of ASTM F1085, Standard Specification for Mattress and Box Springs for Use in Berths in Marine Vessels.</li> </ul> </li> <li>When tests are conducted in accordance with SSSR 10.3.3.2, the formation of flaming droplets during the test shall be reported.</li> </ul>	\$ _____	4,000	\$ _____



Incentivized Correctional Institution			
Mattress Requirements	(A) Unit Cost (Per Item)	(B) Estimated Annual Quantity	(C) Extended Annual Cost (A+B=C)
<b>Incentivized Mattresses:</b> <ul style="list-style-type: none"> <li>○ Vinyl, Light Green: 14 ounce double coated institutional protective fabric, antimicrobial and antifungal anti-static, crack-resistant, non-allergenic, fluid proof, wipe clean, and odor-free Flame Retardant(California Std. 117, 19-1237 and 121) (NFPA 701-2015 test 1 small) 5.25"</li> <li>○ Cumuflex Core: 5.25" Densified Poly Fiber 10 ounce, plus 3" of 12 oz Densified Poly Fiber +/-7%, 100% polyester fibers, mold and mildew resistant, moisture resistant, hypo-allergenic, non-toxic and odor free, Flame Retardant (California Std. 117)</li> <li>○ Thread: Tex 45 Anafil Nylon Bonded.</li> <li>○ Construction Details: Vinyl cover constructed using a double stitch seam, including end closure.</li> <li>○ Flammability: Completed mattress meets Federal Flame Retardant Code 16 CFR Part 1633 Test Standards.</li> <li>○ Newly introduced mattresses shall have a char length not exceeding 2 in.(51mm) when tested in accordance with 16 CFR 1632, " Standard for the Flammability of Mattresses and Mattress Pads".</li> <li>○ Mattresses shall comply with Standard Sidewall Spacing Rule (SSSR) 10.3.3.2.1 or 10.3.3.2.2 unless the mattress is located in a building protected throughout by an approved automatic sprinkler system.</li> <li>○ The mattress shall have limited rates of heat release when tested in accordance with ASTM E1590, Standard test method for Fire Testing of Mattresses, as follows: <ul style="list-style-type: none"> <li>○ The peak rate of heat release for the single mattress shall not exceed 100 k.w.</li> <li>○ The total heat released by the mattress during the first 10 minutes of the test shall not exceed 25 MJ.</li> </ul> </li> <li>○ The Mattress shall have a mass loss not exceeding 15 percent when tested in accordance with the fire test in appendix A3 of ASTM F1085, Standard Specification for Mattress and Box Springs for Use in Berths in Marine Vessels.</li> <li>○ When tests are conducted in accordance with SSSR 10.3.3.2, the formation of flaming droplets during the test shall be reported.</li> </ul>	\$ _____	800	\$ _____

Non-Incentivized and Incentivized Correctional Institution			
Pillow Requirements	(A) Unit Cost (Per Item)	(B) Estimated Annual Quantity	(C) Extended Annual Cost (A+B=C)
<b>Pillows:</b> <ul style="list-style-type: none"> <li>• <u>Must be separate from mattress;</u></li> <li>• Standard sized, measuring 20" x 26";</li> <li>• Outer cover constructed of heavy-duty, 3-ply vinyl, with a cut and tear resistant scrim middle layer;</li> <li>• Fluid and stain resistant cover, which is easy to clean and disinfect;</li> <li>• Clear outer cover clear in color; and</li> <li>• Cotton core with fire resistance cover and filling to include tickling with outer clear cover.</li> </ul>	\$ _____	4,000	\$ _____
Grand Total Price			\$ _____

\_\_\_\_\_  
COMPANY NAME

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
DATE

**If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-responsive.**



## Attachment II – Vendor's Contact Information and Certification

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**If a Vendor's Registered Principal Place of Business is outside of the State of Florida, a Florida Preference Letter must be submitted in accordance with Section 5.4.3 of this ITB, or the Bid will be non-responsive.**

The Vendor shall identify the contact information for the ITB and Contract terms in the table below.

	Vendor Contact Person for this ITB	Vendor Contact Person for the Contract Term (should the Vendor be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Email:		
Registered Principal Place of Business (location of headquarters or state of incorporation):		

Per Section 5.4.4, a Vendor submitting a Bid must certify that their company is not participating in a boycott of Israel. By signing below, the Vendor so certifies.

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date



# Attachment III – Certification of Drug-Free Workplace Program

FDC ITB-24-017

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 being bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or contractual services that are being bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) Days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules, and regulations.

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

Vendor Name: \_\_\_\_\_

Vendor Signature: \_\_\_\_\_



# Attachment IV – Security Requirements for Contractors

FDC ITB-24-017

**Firm Representing:**

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**Contractor/Vendor**

**Employee Name:** \_\_\_\_\_

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## FLORIDA DEPARTMENT OF CORRECTIONS SECURITY REQUIREMENTS FOR CONTRACTORS

### **944.47 Introduction, removal, or possession of contraband; penalty.**

(1)(a) Except through regular channels as authorized by the officer in charge of the correctional institution, 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 therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution. As used in this subparagraph, the term “portable communication device” means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA's, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the department for investigative or institutional security purposes or for conducting other state business.





7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any inmate of any state correctional institution any article or thing declared by this subsection to be contraband, at any place which is outside the grounds of such institution, except through regular channels as authorized by the officer in charge of such correctional institution.

(c) It is unlawful for any inmate of any state correctional institution or any person while upon the grounds of any state correctional institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such correctional institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

**In addition to the statutory requirements, these are additional security guidelines:**

- (1) Absolutely, no transactions between contract personnel and inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- (6) Strict tool control will be enforced at all times. Tools within the correctional institution are classified as Class AA, A, or B.
  - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.
  - (b) 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.



- (c) 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.
  - (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
  - (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
  - (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
  - (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
  - (11) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work 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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Contractor/Vendor Signature

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Date

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FDC Staff Witness Signature



# Attachment V – Service/Delivery Locations

FDC-ITB-24-017

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	102	Apalachee CI East (ACI)	n/a	35 Apalachee Drive Sneads, FL 32460
1		101	Apalachee CI West	Apalachee CI East	52 West Unit Drive Sneads, FL 32460
1	*	105	Calhoun CI	n/a	19562 SE Institution Drive Blountstown, FL 32424
1		165	Calhoun Work Camp	Calhoun CI	19564 Institution Drive Blountstown, FL 32424
1	*	106	Century CI	n/a	400 Tedder Rd Century, FL 32535
1		167	Century Work Camp	Century CI	400 Tedder Rd Century, FL 32535
1		164	Pensacola CRC	Century CI	3050 North "L" Street Pensacola, FL 32501
1	*	113	Franklin CI	n/a	1760 Highway 67 North Carrabelle, FL 32322
1		124	Franklin Work Camp	Franklin CI	1760 Highway 67 North Carrabelle, FL 32322
1	*	144	Gadsden Re-Entry Center	n/a	630 Opportunity Lane Havana, FL 32333
1	*	109	Gulf CI	n/a	500 Ike Steele Road Wewahitchka, Florida 32465-0010
1		150	Gulf Annex	Gulf CI	699 Ike Steel Road Wewahitchka, FL 32465
1		170	Gulf Forestry Camp	Gulf CI	3222 DOC Whitfield Rd White City, FL 32465



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	107	Holmes CI	n/a	3142 Thomas Drive Bonifay, FL 32425
1		162	Holmes Work Camp	Holmes CI	3182 Thomas Drive Bonifay, FL 32425
1	*	104	Jackson CI	n/a	5563 10 <sup>th</sup> Street Malone, FL 32445
1		166	Jackson Work Camp	Jackson CI	5607 10 <sup>th</sup> Street Malone, FL 32445
1		160	Graceville Work Camp	Jackson CI	5230 Ezell Road Graceville, FL 32440
1	*	103	Jefferson CI	n/a	1050 Big Joe Road Monticello, FL 32344
1		168	Tallahassee CRC	Jefferson CI	2616A Springhill Road Tallahassee, FL 32310
1	*	120	Liberty CI	n/a	11064 NW Dempsey Barron Road Bristol, FL 32321
1		142	Liberty South Unit	Liberty CI	11064 NW Dempsey Barron Road Bristol, FL 32321
1		139	Quincy Annex	Liberty CI	2225 Pat Thomas Pkwy Quincy, FL 32351
1	*	110	Northwest Florida Reception Center (NWFRC)	n/a	4455 Sam Mitchell Drive Chipley, FL 32428
1		125	NWFRC Annex	NWFRC	4455 Sam Mitchell Drive Chipley, FL 32428
1	*	115	Okaloosa CI	n/a	3189 Colonel Greg Malloy Road Crestview, FL 32539
1		161	Okaloosa Work Camp	Okaloosa CI	3189 Colonel Greg Malloy Road Crestview, FL 32539

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	119	Santa Rosa CI	n/a	5850 E. Milton Road Milton, FL 32583
1		135	Santa Rosa Annex	Santa Rosa CI	5850 E. Milton Road Milton, FL 32583
1		127	Santa Rosa Work Camp	Santa Rosa CI	5850 E. Milton Road Milton, FL 32583
1	*	118	Wakulla CI	n/a	110 Melaleuca Drive Crawfordville, FL 32327
1		122	Wakulla Annex	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1		173	Wakulla Work Camp	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1	*	108	Walton CI	n/a	691 Institution Road Defuniak Springs, FL 32433
1		172	Walton Work Camp	Walton CI	301 Institution Road Defuniak Springs, FL 32433
2	*	279	Baker CI		20706 US Hwy 90 West Sanderson, FL 32087
2		275	Baker Re-Entry Center	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2		261	Baker Work Camp	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2	*	201	Columbia CI	n/a	216 SE Corrections Way Lake City, FL 32025
2		251	Columbia Annex	Columbia CI	216 SE Corrections Way Lake City, FL 32025
2		264	Columbia Work Camp	Columbia CI	216 SE Corrections Way Lake City, FL 32025

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2	*	211	Cross City CI	n/a	568 NE 255 <sup>th</sup> Street Cross City, FL 32628
2		269	Cross City East Unit	Cross City CI	568 NE 255 <sup>th</sup> Street Cross City, FL 32628
2		262	Cross City Work Camp	Cross City CI	568 NE 255 <sup>th</sup> Street Cross City, FL 32628
2	*	205	Florida State Prison (FSP)	n/a	23916 NW 83 <sup>rd</sup> Avenue Raiford, FL 32083
2		206	FSP West Unit	FSP	23916 NW 83 <sup>rd</sup> Avenue Raiford, FL 32083
2	*	215	Hamilton CI	n/a	10650 SW 46 <sup>th</sup> Street Jasper, FL 32052
2		250	Hamilton Annex	Hamilton CI	10650 SW 46 <sup>th</sup> Street Jasper, FL 32052
2		263	Hamilton Work Camp	Hamilton CI	10650 SW 46 <sup>th</sup> Street Jasper, FL 32052
2	*	281	Lancaster CI	n/a	3449 SW State Road 26 Trenton, FL 32693
2		280	Lancaster Work Camp	Lancaster CI	3449 SW State Road 26 Trenton, FL 32693
2	*	255	Lawtey CI	n/a	22298 NE County Road 200-B Lawtey, FL 32058
2		240	Gainesville Work Camp	Lawtey CI	1000 NE 55 <sup>th</sup> Blvd Gainesville, FL 32609
2	*	216	Madison CI	n/a	382 SW MCI Way Madison, FL 32340
2		289	Madison Work Camp	Madison CI	382 SW MCI Way Madison, FL 32340



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2	*	223	Mayo Annex	n/a	8784 US 27 West Mayo, FL 32066
2		265	Mayo Work Camp	Mayo	8784 US 27 West Mayo, FL 32066
2	*	210	New River CI	n/a	8000 NW 80 <sup>th</sup> Place Raiford, FL 32083
2	*	214	Putnam CI	n/a	128 Yelvington Road East Palatka, FL 32131
2	*	209	Reception and Medical Center (RMC)	n/a	7765 S County Road 231 Lake Butler, FL 32054
2		208	RMC West Unit	RMC	8183 SW 152 <sup>nd</sup> Loop Lake Butler, FL 32054
2		221	RMC Work Camp	RMC	7765 S County Road 231 Lake Butler, FL 32054
2	*	230	Suwannee CI	n/a	5964 US Hwy 90 Live Oak, FL 32060
2		231	Suwannee Annex	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2		232	Suwannee Work Camp	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2	*	218	Taylor CI	n/a	8501 Hampton Springs Rd Perry, FL 32348
2		224	Taylor Annex	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348
2		227	Taylor Work Camp	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348
2	*	282	Tomoka CI	n/a	3950 Tiger Bay Road Daytona Beach, FL 32124

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2		284	Tomoka Work Camp	Tomoka CI	3950 Tiger Bay Road Daytona Beach, FL 32124
2	*	213	Union CI	n/a	25636 NE State Rd 16 Raiford, FL 32083
2		268	Union CI Work Camp	New River	136000 NE 258 Court Raiford, FL 32083
3	*	503	Avon Park CI	n/a	8100 Hwy 64 East Avon Park, FL 33825
3		504	Avon Park Work Camp	Avon Park CI	8100 Hwy 64 East Avon Park, FL 33825
3	*	320	Central Florida Reception Center (CFRC)	n/a	7000 HC Kelley Road Orlando, FL 32831
3		321	CFRC East Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		323	CFRC South Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		374	Kissimmee CRC	CFRC	2925 Michigan Avenue Kissimmee, FL 34744
3		361	Orlando CRC	CFRC	7300 Laurel Hill Road Orlando, FL 32818
3	*	564	DeSoto Annex	n/a	13617 SE Hwy 70 Arcadia, FL 34266
3		560	DeSoto Work Camp	DeSoto CI	13617 SE Hwy 70 Arcadia, FL 34266
3	*	368	Florida Women's Reception Center (FWRC)	n/a	3700 NW 111 <sup>th</sup> Place Ocala, FL 34482
3	*	501	Hardee CI	n/a	6901 State Road 62 Bowling Green, FL 33834



Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3		563	Hardee Work Camp	Hardee CI	6899 State Road 62 Bowling Green, FL 33834
3	*	336	Hernando CI	n/a	16415 Spring Hill Road Brooksville, FL 34604
3	*	312	Lake CI	n/a	19225 US Hwy 27 Clermont, FL 34715
3	*	314	Lowell CI	n/a	11120 NW Gainesville Road Ocala, FL 34482
3		367	Lowell Annex	Lowell CI	11120 NW Gainesville Road Ocala, FL 34482
3		316	Lowell Work Camp	Lowell CI	11120 NW Gainesville Road Ocala, FL 34482
3	*	304	Marion CI	n/a	3269 NW 105 <sup>th</sup> Street Lowell, FL 32663
3		364	Marion Work Camp	Marion CI	3269 NW 105 <sup>th</sup> Street Lowell, FL 32663
3	*	580	Polk CI	n/a	10800 Evans Road Polk City, FL 33868
3		562	Polk Work Camp	Polk CI	10800 Evans Road Polk City, FL 33868
3		552	Largo Road Prison	Polk CI	5201 Ulmerton Road Clearwater, FL 33760
3		583	St. Petersburg CRC	Polk CI	4237 8 <sup>th</sup> Avenue South St. Petersburg, FL 33711
3	*	307	Sumter CI	n/a	9544 County Road 476B Bushnell, FL 33513
3		308	Sumter BTU	Sumter CI	9544 County Road 476B Bushnell, FL 33513

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3		365	Sumter Work Camp	Sumter CI	9544 County Road 476B Bushnell, FL 33513
3	*	573	Zephyrhills CI	n/a	2739 Gall Blvd Zephyrhills, FL 33541
4	*	510	Charlotte CI	n/a	33123 Oil Well Road Punta Gorda, FL 33955
4		544	Ft. Myers Work Camp	Charlotte CI	2575 Ortiz Avenue Ft. Myers, FL 33905
4	*	463	Dade CI	n/a	19000 SW 377 <sup>th</sup> Street Florida City, FL 33034
4	*	401	Everglades CI	n/a	1599 SW 187 <sup>th</sup> Avenue Miami, FL 33194
4		441	Everglades Re-Entry Center	Everglades CI	1599 SW 187 <sup>th</sup> Avenue Miami, FL 33194
4	*	419	Homestead CI	n/a	19000 SW 377 <sup>th</sup> Street Florida City, FL 33034
4	*	430	Martin CI	n/a	1150 SW Allapattah Road Indiantown, FL 34956
4		420	Martin Work Camp	Martin CI	100 SW Allapattah Road Indiantown, FL 34956
4		469	West Palm Beach CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		452	Atlantic CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		431	Loxahatchee Road Prison	Martin CI	230 Sunshine Road West Palm Beach, FL 33411
4	*	404	Okeechobee CI	n/a	3420 NE 168 <sup>th</sup> Street Okeechobee, FL 34972

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
4		407	Okeechobee Work Camp	Okeechobee CI	3420 NE 168 <sup>th</sup> Street Okeechobee, FL 34972
4		464	Sago Palm Re-Entry Center	Okeechobee CI	500 Bay Bottom Rd Pahokee, FL 33476
4	*	402	South Florida Reception Center (SFRC)	n/a	14000 NW 41 <sup>st</sup> Street Doral, FL 33178
4		403	SFRC South Unit	SFRC	14000 NW 41 <sup>st</sup> Street Doral, FL 33178
4		473	Opa Locka CRC	SFRC	5400 NW 135 <sup>th</sup> Street Opa Locka, FL 33054
4		446	Hollywood CRC	SFRC	8501 W Cypress Drive Pembroke Pines, FL 33025

# Attachment VI – FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

FDC-ITB-24-017

This form must be completed by an officer or representative of an entity submitting a bid, proposal, or reply to, or entering into, renewing, or extending, a contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:



# Attachment VII – VENDOR CERTIFICATION FORM (PUR 7801)

FDC-ITB-24-017

I hereby certify the following on behalf of the vendor identified below:

<b><u>Customer Indicator</u></b> (Required, N/A, Determined by Vendor)	<b><u>Vendor Indicator</u></b> (Certified, N/A)	<b><u>Certification</u></b>
Choose an item.	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at <a href="https://www.sbafla.com/governance/global-governance-mandates/">https://www.sbafla.com/governance/global-governance-mandates/</a>
Choose an item.	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at <a href="https://www.sbafla.com/reporting/">https://www.sbafla.com/reporting/</a>
Choose an item.	Choose an item.	<p>The vendor is not on the Suspended Vendor List; it and its suppliers, subcontractors, or consultants to be utilized under the contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the vendor's ability to satisfy the contract obligations.</p> <p>The vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the vendor's ability to enter into or renew a contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p>
Choose an item.	Choose an item.	If the contract grants the vendor access to an individual's personal identifying information, the vendor is not prohibited from entering into the contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form,"



		available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-15843">http://www.flrules.org/Gateway/reference.asp?No=Ref-15843</a> , and attached it hereto.
Choose an item.	Choose an item.	If the vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at <a href="http://www.flrules.org/Gateway/reference.asp?No=Ref-14614">http://www.flrules.org/Gateway/reference.asp?No=Ref-14614</a> , and attached it hereto.
Choose an item.	Choose an item.	The vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a contract terminated under section 448.095(5)(c), F.S., by a public employer, contractor, or subcontractor, as defined by section 448.095(1), F.S.
Choose an item.	Choose an item.	The vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	Choose an item.	If the contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the vendor has completed an affidavit signed by an officer or a representative of the vendor under penalty of perjury attesting that the vendor does not use coercion for labor or services as defined in section 787.06, F.S.

[the Customer may add rows to this table for additional certifications required by law or rule]

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the vendor.

#### Vendor Information

#### Signatory

Name

Signature

Date

FEIN

Typed or Printed Name

Title

