

PUR 7102

Row 27

Fiscal Year	FY22/23
Number	27
Completed	<input checked="" type="checkbox"/>
Date Received	12/16/22
Date Assigned	12/16/22
Assigned To	nicole.walker@dms.fl.gov
Action	Approved
Action Date	12/29/22
Date eForm Submitted	12/29/22
MFMP Contract Number	DJJ-27-AgencyACS-22
Date Agency Notified	12/29/22
Agency	Department of Juvenile Justice
PD Name	Susan Sparks
PD Phone	+1 (850) 717-2741
PD Email	Susan.Sparks@fldjj.gov
Sub is PD	No
Sub Name	Chris Morris
Sub Phone	+1 (850) 717-2586
Sub Email	Christopher.Morris@fldjj.gov
MC Title	Interstate Extradition Services
MC Number	ATC-20-009
MC Amount	\$1,916,600.00
MC Start Date	07/13/20

MC End Date	07/13/25
MC Reference	Page 39, Section 5.0, 5.1, General Contract Conditions (PUR 1000), of the original Contract
MC Entitiy	Florida Department of Corrections
MC Entity Contact	Vicki Newsome
MC Entity Phone	+1 (850) 717-3529
Contractor	Gun Girls, Inc.
FEIN	463154993
Sunbiz	<input checked="" type="checkbox"/>
MFMP	<input checked="" type="checkbox"/>
Purchase Request	Interstate Extradition Services
Purchase Amount	\$129,250.00
Purchase Start Date	01/01/23
Purchase End Date	07/13/25
Master Contract	<input checked="" type="checkbox"/>
Solicitation	Attached
Sunbiz Doc	<input checked="" type="checkbox"/>
MFMP Doc	<input checked="" type="checkbox"/>
Contractor Quote	<input checked="" type="checkbox"/>
Other Quote	Attached
Best Value	<input checked="" type="checkbox"/>
Agreement	<input checked="" type="checkbox"/>
Modified By	nicole.walker@dms.fl.gov
Modified	12/29/22 9:54 AM

DMS USE ONLY

Date received: 12/16/2022

Internal Contract Number: DJJ-27-AgencyACS-22

REVIEWED BY: Nicole Walker

DATE: 12/19/2022

Master contract was competitively procured

☒ Yes ☐ No

Master contract is a term contract as defined in 287.012 (29) Florida Statutes

☒ Yes ☐ No

Agency's proposed purchase is within the scope of the master contract - commodities and services requested, volume, location, term, and price

☒ Yes ☐ No

Proposed purchase is available from a state term contract or enterprise, alternate contract source

☐ Yes ☒ No

Master contract was procured by another Florida state agency

☒ Yes ☐ No

Master contract was procured by the federal government, another state, or a political subdivision

☐ Yes ☒ No

Use of master contract is cost effective and is the best value to the state:

☒ Yes ☐ No

The Department's approval of this ACS request does not represent a determination regarding the legality of the ACS contract's terms and conditions. Please consult your legal counsel to make this determination for your agency. Your agency is responsible for complying with the ACS contract terms and conditions.

Master contract was procured by the federal government, another state, or a political subdivision

The master contract was procured by the Florida Department of Corrections.

RECOMMENDATION:

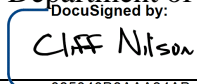
☐ Disapproved

☒ ACS approval end date 7/13/2025

The ACS approval cannot be renewed or extended beyond the State Purchasing ACS approval end date. A new PUR 7102 form will need to be submitted to State Purchasing if commodities and services are needed after that date.

APPROVED:

Cliff Nilson, Department of Management Services

Signature:  _____
DocuSigned by:
085040B8AAA34AB...

Printed Name: Cliff Nilson

Date: 12/29/2022 | 11:49 AM EST

ALTERNATE CONTRACT SOURCE (ACS) AGREEMENT (Another agency, Federal, other state, or political subdivision contract)

This Agreement between the Department of Management Services (Department) and Department of Juvenile Justice (Agency) is to authorize the Agency's use of a contract competitively established by another agency, or a contract let by the Federal Government, other state, or a political subdivision. The parties agree as follows:

1. The Department has approved the Agency's use of the ACS contract for the purchase of Interstate Extradition Services (commodities or contractual services to be provided) as cost effective and the best value to the state.
2. The Agency will comply with Chapter 287, Florida Statutes, and Rule Chapter 60A-1, Florida Administrative Code, including addressing the vendor's obligation to register and pay Transaction Fees, in contracting to purchase under the ACS contract.
3. The term of the Agency's contract will not extend beyond the term of the ACS contract.
4. The Agency will submit a new PUR 7102 form to the Department if it intends to renew or extend the proposed contract end date specified in a previously approved request.

Agency

By: _____

Name: Sywanne Sparks

Title: DDJ Operations Mgr.

Date: Dec 15, 2022

Department of Management Services

By: _____

Name: Cliff Nilson

Title: Director, State Purchasing

Date: 12/29/2022 | 11:49 AM EST

PUR 7102

Revised: 07/2022

Incorporated by Reference: 60A-1.045, F.A.C.

**Bureau of Procurement**

**Agency Term Contract
ATC-20-009
Interstate Extradition Services**

This Contract is between the State of Florida, Department of Corrections (Department), an agency of the State of Florida with offices at 501 S. Calhoun Street, Tallahassee, FL 32399, and Gun Girls Inc., (Contractor). The Department and Contractor are collectively referred to herein as "Parties," and individually as a "Party." All capitalized terms shall have the meaning assigned to them in the Contract, unless otherwise defined here.

The Contractor responded to the Department's Invitation to Bid (ITB), No: FDC ITB-19-091, Interstate Extradition Services. The Department has accepted the Contractor's bid and Negotiated Pricing and enters into this Contract in accordance with the terms and conditions of ITB-19-091, and Section 287.057(5), Florida Statutes (F.S.).

Accordingly, and in consideration of the mutual promises contained in the Contract, the Parties agree as follows:

I. Scope of Work

The services to be provided by the Contractor pursuant to this Contract are defined and described in Exhibits A and B.

II. Contract Term

The initial term of Contract is for five (5) years. The initial Contract term shall begin on June 9, 2020, or on the last date in which it is signed by all Parties, whichever is later.

III. Renewal Terms

The Department and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed five (5) years, or portions thereof, at the renewal pricing specified in the Contractor's original submission, upon mutual agreement of the Parties as set forth in the Contract.

IV. Contract

This Contract, together with the following attached documents (Exhibits), sets forth the entire understanding of the Parties and supersedes all prior agreements, whether written or oral, with respect to such subject matter.

All Exhibits attached to this Contract are incorporated in their entirety and form as part of this Contract. The Contract has the following Exhibits:

- a) Exhibit A: FDC ITB-19-091 and all Addenda; and

- b) Exhibit B: Contractor's negotiated Pricing for FDC ITB-19-091.

In case of conflict, the documents shall have priority in the order listed:

- a) The Agency Term Contract;
- b) Exhibit A: FDC ITB-19-091 and all Addenda; then
- c) Exhibit B: Contractor's negotiated Pricing for FDC ITB-19-091.

V. Amendments

No oral modifications to this Contract are acceptable. All modifications to this Contract must be in writing and signed by both Parties, except changes to Section VII., below. Any future amendments of the Contract, which alter the definition of the services, shall define the services in the same format as Exhibit A.

Notwithstanding the order listed in Section IV, amendments issued after Contract execution may expressly change the provisions of the Contract. If an amendment expressly alters the Contract, then the most recent amendment will take precedence.

VI. Contract Notices

In addition to the provisions in Section 38 of Form PUR 1000 (10/06), Contract notices may be delivered by email to the Contractor's designated contact person as prescribed in Section VII.

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract Administration file is:

Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 S. Calhoun Street, Suite 327
Tallahassee, FL 32399
Telephone (850) 717-3700

The Department's Contract Manager is:

Vicki Newsome, Bureau Chief
Office of Institutions
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone (850) 717-3529

Email: vicki.newsome@fdc.myflorida.com

The Department may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. Any communication to the Department relating to the Contract shall be addressed to the Department's Contract Manager, or designee.

The Contractor has assigned the following individual(s) to serve as the designated contact person for this Contract:

Primary Contact:

Susan Kushlin, President
Gun Girls, Inc.
13080 Rosewood Lane
Palm Beach Gardens, Florida 33418
Telephone (561) 213-7898
Email: gungirlsusana@gmail.com

All questions and customer service issues concerning this Contract shall be directed to the Contractor's designated contact person(s), above. It will be the designated contact person's responsibility to coordinate with necessary Department personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the Department's Contract Manager, or designee, if a new employee is designated as the contact person for this Contract.

VIII. Termination

A. Termination at Will

This Contract may be terminated by either Party at will upon no less than 30 calendar days' written notice, unless a shorter period of time is mutually agreed upon by both Parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in person with proof of delivery.

B. Termination Due for Lack of Funds

In the event funds to finance this Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' written notice to the Contractor. Notice shall be delivered by certified mail (return receipt requested), facsimile, by other method of delivery whereby an original signature is obtained, or in person with proof of delivery. The Department shall be the final authority as to the availability of funds.

C. Termination for Cause

If a breach of this Contract occurs by the Contractor, the Department can terminate the Contract for cause. The Department may elect to afford, at its exclusive option, an

opportunity for the Contractor to cure the breach for cause within 30 calendar days upon written notice by the Department. Any breach of this Contract which is still left uncured by the Contractor after the Department has elected to provide 30 calendar days to cure (remedy) the breach, may result in the Department's termination of this Contract upon 24 hours written notice by the Department. If the Department does not elect to afford an opportunity for the Contractor to cure a breach (e.g. instances of egregious Contractor conduct or other Contractor actions which may be harmful to the Department), the Department may immediately terminate this Contract for cause, upon 24 hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code (F.A.C.). The provisions herein do not limit the Department's right to remedies at law or to damages.

D. Termination for Unauthorized Employment

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

IX. Assignment

The Contractor shall not assign its responsibilities or interests under this Contract to another party without prior written approval of the Department's Contract Manager, or designee. The Department shall, at all times, be entitled to assign or transfer its rights, duties, and obligations under this Contract to another governmental agency of the State of Florida upon providing written notice to the Contractor.

X. Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Department's Contract Manager, or designee, enter into written subcontract(s) for performance of certain obligations under this Contract. No subcontract, into which the Contractor enters with respect to performance of any obligations, shall in any way relieve the Contractor of any responsibility for the performance of its contractual duties. All payments to subcontractors shall be made by the Contractor.

It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under this Contract. All subcontractors are subject to the same background check requirements as are referenced in Exhibit A.

XI. Price Decreases

Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the Department. This shall also apply to

all in-place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. Equitable price adjustments shall only be considered if they are received and justified in accordance with the PUR 1000, as referenced in Exhibit A.

XII. Additions/Deletions

During the term of the Contract, the Department reserves the right to add or delete the number of commodities or services, when considered to be in its best interest. Pricing shall be comparable to amounts awarded. Further, the Department reserves the right to add or delete institutions and/or satellite facilities to the list of delivery locations.

XIII. Delivery

Product(s) shall be shipped as Free on Board (FOB) to the designated destination, and arrive within 30 days of Purchase Order issuance, or at the time mutually agreed upon between both Parties. Deliveries of goods, or provision of services, must be made between 8:30 a.m. to 4:00 p.m., local time, Monday through Friday, excluding State holidays, unless otherwise stated herein or on a subsequent Contract.

XIV. Other Conditions

A. Public Records

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or

other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S. or §119.071, F.S.

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

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

B. Confidentiality

The Contractor shall ensure all staff assigned to this Contract maintains confidentiality with reference to individual receiving services in accordance with applicable local, state, and federal laws, rules and regulations. The Department and the Contractor agree that all information and records obtained in the course of providing services under this Contract shall be subject to confidentiality and disclosure provisions of applicable federal and state statutes and regulations adopted pursuant thereto.

The Contractor agrees to keep all Department personnel information (i.e. FDC staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released in writing by the Department.

C. Disputes

Any dispute concerning performance of the terms of this Contract shall be resolved informally by the Contract Managers. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Chief Financial Officer (CFO), or designee. The Department's CFO, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the Parties, the Contract Managers and the Department's Contract Administrator.

D. Notices

All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective Parties. All notices by hand-delivery shall be

deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both Parties may change their contact information and Contract Manager by written notice given to the other Party as provided above.

E. Prison Rape Elimination Act (PREA)

The Contractor shall report any violations of the Prison Rape Elimination Act (PREA) Federal Rule 28 C.F.R. Part 115 to the Department's Contract Manager.

F. Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under this Contract. Upon the execution of this Contract, the Contractor shall furnish the Department's Contract Manager, or designee, written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

G. Employee Status

This Contract does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the Department and Contractor are independent contractors under this Contract and neither is the employee of the other for all purposes, including, but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The Parties shall each retain sole and absolute discretion in the judgment of the manner and means of carrying out their activities and responsibilities hereunder provided, further that administrative procedures applicable to services rendered under this Contract shall be those of each individual Party. Services provided by each Party pursuant to this Contract shall be subject to the supervision of each Party. In providing such services, neither Party nor its agents shall act as officers, employees, or agents of the other Party. The Parties agree that they are separate and independent enterprises, and that each has the ability to pursue other opportunities.

This Contract shall not be construed as creating any joint employment relationship between the Parties and neither Party will be liable for any obligation incurred by the other Party, including, but not limited to, unpaid minimum wages and/or overtime premiums.

H. Force Majeure

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

I. Annual Appropriation

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

J. Cooperation with 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.

K. Scrutinized Companies Contractor Certification

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

governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

L. Cooperation with the Florida Senate and Florida House of Representatives

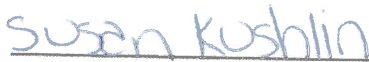
In accordance with Florida law, the Contractor agrees to disclose any requested information, relevant to the performance of this Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Contractor is strictly prohibited from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

CONTRACTOR:

Gun Girls, Inc.



Authorized Signature



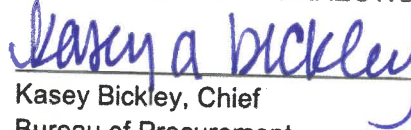
Printed Name



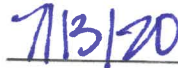
Date

STATE OF FLORIDA

DEPARTMENT OF CORRECTIONS



Kasey Bickley, Chief
Bureau of Procurement



Date



Dorothy M. Burnsed,

Deputy General Counsel

(Approved as to form and legality, subject to execution)



Date

EXHIBIT A



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

**INVITATION TO BID (ITB)
FOR
INTERSTATE EXTRADITION SERVICES
FDC ITB-19-091**

RELEASED ON

February 4, 2020

**By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700**

**Refer ALL Inquiries to
Procurement Officer:**

Charlotte Shorter-Rumlin

purchasing@fdc.myflorida.com

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TIMELINE
FDC ITB-19-091

Agency Term Contract
ATC 20-009

EVENT	DATE/TIME	LOCATION
Release of ITB	February 4, 2020	Vendor Bid System http://www.myflorida.com/apps/vbs
Last day for written Inquiries to be received by the Department	March 3, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	March 17, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Sealed Bids Due and Opened	April 2, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated Posting of Recommended Award	April 28, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs

SECTION 1.0 INTRODUCTORY MATERIALS

1.1 Statement of Purpose

Pursuant to Section 287.057(1)(a) Florida Statutes (F.S.), this Invitation to Bid (ITB) is being issued to secure competitive Responsive Bids, from qualified and Responsible Bidders, to provide interstate Extradition services, which includes, but is not limited to, the secure pickup/delivery of Inmates/Offenders by ground or air transportation, within the parameters defined in this ITB. The Department is issuing this solicitation to establish a new resulting Agency Term Contract (ATC).

1.2 Contract Term and Renewal

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

1.3 Conflicts and Order(s) of Precedence

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

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

1.4 Definitions

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

- a. **After Hours:** Hours occurring before or after the normal hours of business operations; typically, before 8:00 a.m. and after 5:00 p.m.
- b. **Agency Term Contract (ATC or Contract):** A written master agreement between the Department and awarded Bidder that is mandatory for use by the entire Department, results from this ITB, and from which POs shall be issued.
- c. **Aggressive Tendencies:** A term used to classify an Inmate's/Offender's behavior who has as an element to use, attempt to use, or threatens use of physical force against the person or property of another, or that by its nature, involves a substantial risk that physical force against the person or property of another may be used in the course of committing the offense.
- d. **Bid:** A Bidder's response to this ITB, which the Bidder shall submit on approved forms, and in accordance with the instructions herein.
- e. **Bidder or Vendor:** A legally qualified corporation, partnership, or other entity submitting a Bid to the Department, pursuant to this ITB.
- f. **Business Day:** Days Monday through Friday of a work week, to exclude State holidays.

- g. **Business Hours:** The normal hours of business operations; typically, between the hours of 8:00 a.m. and 5:00 p.m.
- h. **Day:** A calendar day unless otherwise noted.
- i. **Close Custody:** Inmates who must be located within an armed perimeter or under direct, armed supervision when outside of a secure perimeter.
- j. **Community Custody:** Inmates who are eligible for placement at a community release center.
- k. **Contract Manager:** The person designated by the Department as responsible for performance oversight of the Contract. This may involve carrying out the preparations for contracting and negotiating changes under the Contract. The Department's Contract Manager, or designee, will be designated in the Contract.
- l. **Deliverables:** Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance. Deliverables are specifically described in Section 3.2 of this ITB.
- m. **Department (FDC):** The Florida Department of Corrections.
- n. **Extradition:** The act where one (1) jurisdiction delivers a person accused or convicted of committing a crime in another jurisdiction, over to law enforcement in the jurisdiction in which the crime was committed.
- o. **Extreme Escape Risk:** An Inmate who is identified as having the propensity to attempt an escape as determined by the presiding law enforcement agency, and who is/was charged with, or convicted of, a violent crime.
- p. **Incidental Contact:** Any contact which occurs unexpectedly or by chance.
- q. **Inmate(s):** An individual that is incarcerated by the Department.
- r. **Interstate Agreement on Detainers (IAD):** An agreement entered into by all states in the U.S., with the exception of Louisiana, Mississippi, and Puerto Rico, which provides for the temporary transfer of Inmates who are wanted by other states for trial on criminal charges.
- s. **Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Bidder to be considered responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Bid.
- t. **Material Deviation(s):** A deviation found that if, in the Department's sole discretion, renders a bid not in substantial accord with the ITB's requirements, provides a substantial competitive advantage to one (1) Bidder over other Bidders, or has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department.
- u. **Maximum Custody:** Inmates who are under a sentence of death.

- v. **Medium Custody:** Inmates who are eligible for placement at a work camp with a secure perimeter but who are not eligible for placement in an outside work assignment without armed supervision.
- w. **Minimum Custody:** Inmates who are eligible for outside work assignments but not for placement at a community release center.
- x. **Minor Irregularity:** A variation from the ITB terms and conditions, not giving the Bidder a substantial competitive advantage or benefit not enjoyed by other Bidders, and not adversely impacting the interests of the Department.
- y. **Offender(s):** A person who has committed a crime, and is under the supervision of the Department, but not currently incarcerated by the Department.
- z. **Officer In Charge (OIC):** The Department's Correctional Officer Captain or Lieutenant who is responsible for the operations and activities of a work shift.
- aa. **Responsible Bidder:** A Bidder who has the capability to fully perform all aspects of the resultant PO requirements, and the integrity and reliability to ensure good faith performance.
- bb. **Responsive Bid:** A Bid, submitted by a Responsible Bidder, which conforms in all material aspects of the solicitation.
- cc. **Specifications:** The detailed conditions and requirements of the ITB, and any Contract(s), including technical specifications, and other descriptions of the work, as set forth in the ITB documents.
- dd. **Subcontract:** An agreement between the Bidder and any other person, or organization, wherein that person or organization agrees to perform any requirement(s) for the Bidder, specifically related to securing, or fulfilling, the Bidder's obligations to the Department, under the terms of the Contract. The successful Bidder is not relieved of its obligations under the Contract when it utilizes subcontracted Vendors.
- ee. **Transport Officer:** An officer employed by the Bidder who is responsible for the security and transport of an Inmate/Offender.
- ff. **Use of Force:** The physical force used on an Inmate/Offender only when, and to the degree, that is reasonably necessary to control a situation.

SECTION 2.0 SCOPE OF WORK

2.1 Specifications

The successful Bidder shall provide interstate Extradition services, which include, but are not limited to, secure pickup and delivery of Inmates/Offenders by ground or air transportation as directed by the Department. The Bidder shall also provide the most economical means of meeting the needs for interstate Extradition services, as required by Section 944.597, F.S. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. Services shall meet or exceed the minimum service requirements outlined in this ITB. The Bidder shall act in good faith in the performance of all Contract provisions. Services will be sought primarily along the East Coast and mileage will be paid from point of pick up to point of drop off.

2.2 Licensure Requirements

2.2.1 All of the Bidder's personnel providing services under the Contract must be licensed as required by Title 49 Code of Federal Regulations (CFR) § 383, which states that no personnel shall be allowed to operate a vehicle unless they possess the appropriate valid driver's license. Personnel employed by the Bidder shall be required to produce their license upon demand by any authorized Department employee. The Bidder shall have a "Satisfactory" Safety Rating with the Federal Department of Transportation (DOT).

2.2.2 The Bidder shall hold a current, valid, and unrestricted Class "B" State of Florida license pursuant to Chapter 493, F.S., Part III Private Security Services.

2.2.3 All transporting personnel employed by the Bidder shall hold current, valid, and unrestricted Class "D" and Class "G" licenses pursuant to Chapter 493, F.S., Part III, Private Security Services.

2.2.4 All transporting personnel employed by the Bidder shall hold a current and valid license to carry a concealed weapon or firearm in accordance with Section 790.06, F.S., and shall carry a firearm at all times while transporting Inmates/Offenders, in accordance with Section 2.4.2., Transportation, of this ITB.

2.2.5 The Bidder shall:

2.2.5.1 Possess and maintain all current copies of all required State and federal licenses, permits, registrations and insurance documentation;

2.2.5.2 Ensure all required operating licenses, permits, registrations and insurance are acquired prior to the execution of any Contract;

2.2.5.3 Post licenses and permits on each transporting vehicle, in accordance with statutory requirements and Department policy. Licenses shall be posted in a place visible to Department personnel; and

2.2.5.4 Maintain current copies of the face-sheet of the current insurance policy showing appropriate and sufficient coverage

2.2.6 The Bidder shall ensure all required licenses, permits, and registrations remain current and in good standing throughout the term of the Contract. Any revisions or renewals to the above documents made during the Contract term shall be submitted to the Department's Contract Manager, or designee, within 15 calendar days of revision or renewal. Certificates of Insurance shall be provided to the

Department's Contract Manager, or designee, annually based upon coverage expiration date or date of Contract execution.

2.3 Rules and Regulations

The following laws, rules and regulations are incorporated herein by reference, and made part of the Contract, as if fully stated.

- 2.3.1** While providing transportation services to the Department, at no time shall any of the Bidder's employee wear clothing that closely resembles or could reasonably be mistaken for an Inmate's uniform, or any correctional officer's uniform, or that bears the logo or other identifying words or symbols of any law enforcement or correctional department or agency. The Bidder shall provide a uniform that represents their company but shall comply with the Department's dress code.
- 2.3.2** The Bidder shall comply with Section 944.597, F.S., as it relates to the transportation and return of prisoners by private transport company.
- 2.3.3** The Bidder shall ensure that the Inmates/Offenders are safely transported, shall adhere to the maximum driving times and on-duty times as outlined in Title 49 CFR § 395.3.
- 2.3.4** The Bidder shall comply with Rule 33-603.201, Florida Administrative Code F.A.C., except as it relates to a "trailing escort vehicle," as adopted, and as may be amended, at all times that the Contract is in effect.
- 2.3.5** The Bidder shall comply with Title 49 CFR § 387.33, which requires "any vehicle with a seating capacity of 15 passengers or less" to carry liability insurance in the amount of the \$1,500,000. Vehicles with a seating capacity of 16 passengers or more shall carry \$5,000,000 in liability insurance. This is considered to be general liability insurance, and the Bidder shall have all documentation required under Title 49 CFR § 387.33.
- 2.3.6** Should any related laws, statutes, standards, rules or regulations, Department procedures or directives change during the course of the Contract, the updated version will take precedence. The Bidder shall agree to modify its service pickup or delivery, including the addition or expansion of services, in order to meet or comply with changes required by operation of law or due to changes in any applicable practice standards or regulations.
- 2.3.7** The Bidder shall ensure that any person providing services under the Contract complies with prevailing ethical and professional standards, and all relevant laws, statutes, standards, rules and regulations, and Department procedures or directives.
- 2.3.8** The Bidder shall ensure that all staff providing services under the Contract review all associated updates of laws, rules, procedures, and forms that relate to their work assignments before a Transport Officer provides services for the Department.
- 2.3.9** The Bidder shall provide additional training, as needed, to promote the understanding of the Contract requirements, and ensure proper compliance with new or revised laws, rules, regulations, procedures and forms as it relates to completing the tasks of the Contract.

- 2.3.10** The Bidder shall maintain a sign-in sheet documenting employees' signatures to affirm that each person has read the relevant Department policies and procedures and understands them before the employee provides services to the Department. This must be completed annually for the entire term of the Contract.
- 2.3.11** The Department is not responsible for any professional or non-professional education/training required for the Bidder's staff to perform duties under the Contract.
- 2.3.12** The Bidder shall ensure that all staff providing air transport services to the Department are qualified and authorized by the Transportation Security Administration (TSA) to fly while in possession of a firearm in order to transport an Inmate/Offender while on a plane, as required.
- 2.3.13** The Bidder shall establish and/or maintain an interstate destination network sufficient to ensure the provision of all services outlined in this ITB.
- 2.3.14** All Inmates/Offenders shall be transported in accordance with federal and State statutes, rules and regulations, and relevant Department rules and regulations, policies and procedures to ensure the safety and security of the Inmates/Offender(s), assigned staff, and the public, while providing humane and professional treatment to the Inmates/Offenders. All related laws, statutes, rules, and regulations are incorporated herein by reference and are made a part of this ITB and any Contract.

2.4 Extradition Service Tasks

2.4.1 Care and Custody

- 2.4.1.1** The Department will provide a minimum of 10 calendar days' notice (this includes weekends and holidays) to the Bidder, detailing Extradition services required for Inmate/Offender transportation. Upon written, notification by the Department, the Bidder shall take custody of those individuals who are to be extradited on, or prior to, the pickup date provided. The Bidder shall transport the Inmate/Offender to the location designated by the Department within 15 business days, unless otherwise authorized by the Department's Contract Manager, or designee. In the event the Department provides notice of a transportation need less than the established 10 calendar days' notice for reasons outside of the Department's control, the Bidder shall make a reasonable effort to accommodate the request. However, if the Bidder is unable to provide transportation services, the Department reserves the right to seek other means of Extradition services from any other available source, in accordance with State procurement guidelines. If the Bidder is unable to take custody of the Inmate/Offender by the required pickup date, and the Department has given the minimum 10 calendar days' notice, the Bidder shall ensure that the Inmate/Offender is detained appropriately until pickup can be secured, at the Bidder's expense. Payment of costs associated with any delay in the pickup of an Inmate/Offender will be the responsibility of the Bidder.
- 2.4.1.2** The Bidder shall assume custody of the Inmates/Offenders from the legally authorized agents of the Department, such as other law enforcement agencies designated by the Department, and shall transport Inmates/Offenders to a facility designated by the Department.

2.4.1.3 The Bidder shall provide all Inmates/Offenders with three (3) meals per 24-hour period during which the Inmate/Offender is being transported or lodged. Two (2) of the three (3) meals must be hot meals, from “fast food” type restaurants. The cost of all meals shall be the responsibility of the Bidder.

2.4.1.4 The Bidder shall provide a verbal report to the Department’s Contract Manager, or designee, as soon as possible, but no later than 24 hours after the occurrence of any incidents such as: Abuse or accidents, Use of Force, driver violations or other unusual incidents which have occurred during the transportation of Inmates/Offenders by the Bidder. If the incident occurs on a weekend or holiday in which the 24-hour requirement cannot be met by the Bidder, the Bidder shall notify the Department’s emergency action center duty officer, and shall provide a telephone number which will be relayed to the Department’s Contract Manager, or designee, for follow-up contact. The verbal report shall be followed by a written report within five (5) business days of the incident. These reports shall include specific names of Inmates/Offenders and employee(s) involved, as well as full disclosure of the pertinent facts surrounding the incident. Failure to report incidents, falsification of reports, coercing or attempting to coerce others not to report or to falsify reports, or any other violations of State or federal law, rule or regulation, may result in the imposition of criminal charges and/or immediate termination of the Contract.

2.4.2 Transportation Services

2.4.2.1 Vehicle(s) and Vehicle Restraints

2.4.2.1.1 The Bidder shall thoroughly search the vehicle(s) being utilized for transport and inspect all security features prior to boarding any Inmates/Offenders. Continuous checks are to be made periodically by the Transport Officers while enroute. Vehicle inspections shall be conducted anytime the transfer vehicle is stopped, including prior to re-departure.

2.4.2.1.2 All pickup and delivery of Department Inmates/Offenders to or from Department locations shall occur during the normal Business Hours of 8:00 a.m. to 5:00 p.m., E.T., Monday through Friday. No weekend or State holiday transport will be approved unless the Bidder has made prior arrangements with the Department’s Contract Manager, or designee, and the Warden of the impacted institution.

2.4.2.1.3 The Warden or his/her designee shall be contacted at least 24 hours (48 hours if delivery or pickup falls on the weekend or a State holiday), in advance of a desired pickup or drop off. The Transport Officer(s) shall be identified along with documentation authorizing the Bidder to assume custody of or discharge the Inmates/Offenders. This will save unnecessary delays in verifying court orders, officer identities, and preparing the Inmates/Offenders for transport. An approximate time of arrival for pickup/delivery shall be given to the Warden or his/her designee.

- 2.4.2.1.4** Vehicles used to transport Inmates/Offenders shall be equipped with a reliable means of ensuring constant communication with the Warden or his/her designee, which shall include at a minimum, radio communication equipment, and/or a cell phone.
- 2.4.2.1.5** The Bidder shall, at no additional cost to the Department, provide vehicles and vehicle restraints to transport Inmates/Offenders as described in this ITB.
- 2.4.2.1.6** All of the Bidder's vehicles and staff utilized to transport Inmates/Offenders shall be in compliance with Section 2.2 with regards to insurance and licensure.
- 2.4.2.1.7** At all times, and regardless of the number of Inmates/Offenders being transported, there must be a minimum of two (2) Transport Officers in a vehicle, which may include the driver. All Transport Officers must be armed and one (1) must be the same gender as the Inmates/Offenders being transported.
- 2.4.2.1.8** The Bidder shall ensure that transport vehicles are properly maintained to ensure appropriate and timely transfer of the Inmates/Offenders, and that all transport vehicles are appropriately ventilated (air conditioning and heating) as determined by the climate. All transport vehicles shall be maintained in a sanitary condition.
- 2.4.2.1.9** The Bidder shall complete the inspection, repair, and maintenance of transport equipment as outlined in Title 49 CFR § 396. The Bidder shall provide all inspection, repair and maintenance records to the Department's Contract Manager, or designee, within three (3) business days of a written request.
- 2.4.2.1.10** The Bidder shall supply restraint equipment for the transport of Inmates/Offenders, which shall include handcuffs and restraint chains. Additional restraints such as leg irons are required for Close Custody Inmates and are permitted when transporting Inmates/Offenders who may be Extreme Escape Risks or those with serious Aggressive Tendencies. Vehicles as determined by the Department shall be equipped with security caging and appropriately secure for the transport of Inmates/Offenders.
- 2.4.2.1.11** Once the Bidder has custody of the Inmate/Offender, the Bidder shall be legally responsible for the Inmate/Offender, and the Bidder's Officer In Charge (OIC) shall be unrestricted in the application of restraining equipment, while also complying specifically as follows:
- 2.4.2.1.11.1** At any time, the Bidder is transporting a group of Inmates/Offenders with mixed custody statuses, all Inmates/Offenders shall

be restrained as if they were Close Custody Inmates/Offenders.

2.4.2.1.11.2 The Bidder shall ensure that female Inmates/Offenders are transported in the same vehicle with male Inmates/Offenders, they are physically separated from the male Inmates/Offenders at all times by secure privacy screens.

2.4.2.1.11.3 The Bidder shall ensure that all restraint equipment shall be double locked.

2.4.2.1.11.4 The Bidder shall ensure that an Inmate/Offender shall not be shackled to a stationary object in a moving vehicle.

2.4.2.1.11.5 The Bidder shall ensure that reasonable and appropriate stops are made for Inmate/Offender meals, rest, and use of toilet facilities. The Bidder shall provide proper security when Inmates/Offenders use toilet facilities on or off the transport vehicle.

2.4.2.1.11.6 The Bidder shall ensure that youthful Offenders, as declared by the court, or as classified by the Department pursuant to Section 958.11, F.S., transported in the same vehicle with adult Inmates/Offenders, are physically separated from adult Inmates/Offenders at all times by secure privacy screens.

2.4.2.1.12 The weight of officers, Inmates/Offenders, and property transported shall not exceed the vehicles rated load capacity.

2.4.2.2 Cancellation and Unsuccessful Transport

2.4.2.2.1 If a pickup is already in progress, the Bidder has initiated service and transport staff are in route to the Inmate/Offender, but not arrived and the Department subsequently cancels the order, the Department shall pay the Bidder a cancellation fee of 25% of \$500.00 or \$500.00, whichever is less. If a pickup has not been initiated when a Department cancellation is received, there shall be no charge to the Department.

If a pickup is already in progress, the Bidder has initiated service and transport staff are onsite when the order is cancelled, the Department shall pay a 50% trip charge or \$1000.00, whichever is less.

2.4.2.2.2 The Bidder shall have the right to refuse the transport of any Inmate/Offender whose medical/mental health condition or

behavior, in the opinion of the Bidder, would be detrimental or dangerous to the safe operation of the vehicle and the safety of its passengers. In the event this situation occurs and the Bidder declines to transport any such Inmate/Offender, the Department's Contract Manager, or designee, shall be notified immediately by the Bidder by telephone if this occurs between normal Business Hours (8:00 a.m. – 5:00 p.m. E.T., Monday through Friday). If after hours, on a weekend, or during State holidays, the Bidder shall contact the emergency action center duty officer. In the event a transport is terminated by the Bidder after pickup, no payment will be made by the Department until the Bidder provides sufficient written justification (as determined by the Department's Contract Manager, or designee) to the Department's Contract Manager, or designee, as to the reasons for the ceasing transport. The written justification shall include specific names of Inmates/Offenders and employees involved, as well as full disclosure of the pertinent facts surrounding the incident. The Bidder must provide this information, within two (2) business days of the incident.

2.4.2.3 Interstate Agreement on Detainers

If there is a provision in the Interstate Agreement on Detainers, wherein a Transport Officer is designated to return an Inmate/Offender to Florida for trial, the Bidder shall ensure completion of Attachment VI, Interstate Agreement on Detainers, and ensure this form is kept in the possession of the Transport Officer(s) during transport of the Inmates/Offenders.

2.4.2.4 Court Appearances

When court appearance transports are required, the Bidder shall contact the holding agency 72 hours in advance of the transport to verify releasing information. The Bidder shall ensure that two (2) Transport Officers are present at the court location to assume custody of the Inmates/Offenders at the time of the hearing or other scheduled court activity.

2.5 Escape During Transportation

2.5.1 If an Inmate/Offender escapes while being transported, the Transport Officers shall exhaust all resources immediately available to apprehend the Inmate/Offender. The Transport Officers shall maintain the security of all Inmates/Offenders and then contact the nearest law enforcement agency for assistance. The Transport Officer shall immediately notify the Bidder. When assistance by law enforcement is no longer required, the Transport Officers shall continue with their transport duties. **Under no circumstances shall supervision of the other Inmates/Offenders be relaxed in order to pursue an escaping Inmate/Offender.**

2.5.2 The Bidder shall also notify the Department's Contract Manager, or designee, within one (1) hour by telephone. If the incident occurs after normal working hours (8:00 a.m. 5:00 p.m. E.T., Monday through Friday), on a weekend or holiday in which the one (1) hour requirement cannot be met by the Bidder, the Bidder shall notify the Department's emergency action center duty officer and provide a

telephone number which will be relayed to the Department's Contract Manager, or designee, for follow-up contact, and reported as required in the Contract.

2.6 Medical Emergency During Transport

While the Inmate/Offender is in the custody of the Bidder, the Bidder shall ensure that the Inmate/Offender receives any required medical treatment. In an emergency, the Bidder shall be required to obtain medical care appropriate to the emergency, which at a minimum shall be equivalent to that level of care available to Inmates in the Department's general population. Absent an emergency situation, the Bidder shall notify the Department's Contract Manager, or designee, 24 hours prior to obtaining medical treatment for any Inmates/Offenders. The Bidder will not incur any medical costs arising from illness, injury, or disease of the Inmates/Offenders not directly caused through any fault of the Bidder or its agents or employees. Medical costs arising from illness, injury, or disease directly attributable to the Bidder shall be billed directly to the Bidder by the health care provider rendering the necessary medical services.

The Department will furnish the Bidder with the telephone number(s) of the emergency action center duty officers who can be contacted in the event of an emergency after normal Business Hours (8:00 a.m. to 5:00 p.m. E.T., Monday through Friday). If the Department is aware of medical problems that may affect the transport of an Inmate/Offender, it will provide this information to the Bidder at the time the transport request is submitted.

2.7 Conduct and Safety Requirements

The Bidder shall ensure adherence to the standards of conduct prescribed in Rule 33-208, F.A.C., and as prescribed in the Department's personnel policy and procedure guidelines. Particularly, rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department must be followed. The Bidder's staff shall be subject to, and shall comply with, all security regulations and procedures of the Department and each institution. A list of general security guidelines for all Bidders and their personnel conducting business in an institution is incorporated herein as Attachment V, Department's Security Requirements for Contractors.

In addition, the Bidder shall ensure that its staff adhere to the following requirements:

- 2.7.1** The Bidder's staff shall not display favoritism to, or preferential treatment of, one (1) Inmate/Offender, or group of Inmates/Offenders, over another.
- 2.7.2** The Bidder's staff shall not interact with any Inmate/Offender except in a relationship that supports services under the Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate/Offender's family or close associate, no matter how trivial the gift or service may seem. The Bidder shall report any violations or attempted violation of the restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors or services to Inmates/Offenders, members of their family, or close associates.
- 2.7.3** The Bidder's staff shall not enter into any business relationship with Inmates/Offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. The Bidder's staff shall not have outside contact (other than Incidental contact) with an Inmate/Offender being

served or their family or close associates, except for those activities that are to be rendered under the Contract.

- 2.7.4** The Bidder's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Bidder or the Department. In providing services pursuant to the Contract, the Bidder shall ensure the its employees avoid both misconduct and the appearance of misconduct.
- 2.7.5** Any violation, or attempted violation of the restrictions referred to in this section regarding employee conduct, shall be reported by telephone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Bidder. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Bidder to punitive action, up to and including termination of the Contract.
- 2.7.6** The Bidder shall provide a written report any incident described above, or requiring investigation by the Bidder, to the Department's Contract Manager, or designee, within 24 hours, of the Bidder's knowledge of the incident.
- 2.7.7** The Bidder shall provide their employees with a copy of these standards of employee conduct, and document receipt of such notification in the employee's personnel file.
- 2.7.8** The Bidder's staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time when services are being rendered for the Department. The Bidder shall permit inspection of their vehicles and search of Bidder employees and representatives, and their personal possessions before being admitted to or leaving Department property. Violation of Rule 33-602.203, F.A.C., and as defined in Section 944.47 F.S., is a felony and is punishable as provided by same.
- 2.7.9** Security procedures at any Correctional Institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The Bidder shall provide the Institution's staff with a tool inventory sheet upon signing-in. The Bidder is advised to carefully consider the impact of additional time when developing their pricing. No additional compensation will be made for time involved in adhering to security requirements.
- 2.7.10** The Department reserves the right to deny access to any Institution and/or facility to any Bidder staff member found to have violated the provisions of the Contract.

2.8 Staffing Levels, Qualifications, Training and Education

- 2.8.1** The Bidder shall require its employees to complete at least 100 hours of training before transporting Inmates/Offenders. The curriculum for such training must be approved by the Department's Contract Manager, or designee, and must include instruction in:

- *Use of restraints;*
- *Searches of prisoners;*
- *Use of Force, including use of appropriate weapons and firearms;*
- *Cardiopulmonary resuscitation;*
- *Map reading; and*
- *Defensive driving.*

(Note: The Bidder is not required to duplicate training for employees previously employed by the Department within the past year.)

- 2.8.2** The Bidder shall maintain an accurate roster of its staff who transport Inmates/Offenders under the Contract, and will advise the Department, in writing, of any changes. Before any staff performs transport duties under the Contract, the Bidder shall submit proof of licensing and certification to the Department's Contract Manager or Designee.
- 2.8.3** The Bidder shall provide additional documentation to the Department's Contract Manager, or designee, within 24 hours after being requested by the Department.
- 2.8.4** The Bidder shall not utilize individuals possessing "temporary work visas" to fill positions under the Contract.
- 2.8.5** None of the Bidder's personnel assigned to the Contract may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted Department's Contract Manager or Designee.
- 2.8.6** All of the Bidder's staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Bidder staff, Department staff and Inmates/Offenders.
- 2.8.7** The Bidder shall ensure, at no cost to the Department, that all staff performing services under the Contract, or regularly accessing the Department's institutions receive Tuberculosis (TB) screening/testing, as required by Department Procedure 401.015, Employee TB Screening and Testing. The Bidder shall maintain documentation of test completion and provide documentation of the Department's Contract Manager or Designee upon request.

2.9 Staff Background and Criminal Record Checks

The Bidder's or any subcontractor's staff, assigned to the Contract(s) shall be subject, at Department's expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check, as required by the Department's Procedure 602.0161(10). This background check will be conducted by the Department and may re-occur at any time during the Contract period. The Department has full discretion to require the Bidder to disqualify, prevent, or remove any staff from any work under the Contract(s). The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Bidder. The Department shall not confirm to the Bidder the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Bidder shall provide, upon request, the following data for any staff or subcontractor's staff assigned to the Contract(s) of the Bidder: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. If requested, the Bidder's staff shall submit to fingerprinting by the Department for submission to the Federal Bureau of

Investigation (FBI). The Bidder shall not consider new employees to be on permanent status until notified that the Department received a favorable report from the FBI.

- 2.9.1** No person who has been barred from any Department institution or other facility shall provide services under the Contract.
- 2.9.2** The Bidder shall not permit any individual to provide services under the Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Bidder's agency that are independent of the services in the Contract. The objective of this provision is to ensure that no employee of the Bidder, under any such legal constraint, has contact with or access to any records of Department Inmates who are sentenced to sites included under the Contract.
- 2.9.3** A criminal history does not automatically preclude the Bidder from hiring or utilizing an employee. However, the Department reserves the right to review the criminal history prior to a final hiring decision in such cases. Generally, two (2) years with no criminal history is preferred. The Bidder shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, is arrested, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the Bidder's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- 2.9.4** The Bidder shall disclose any business or personal relationships its staff, officers, agents or potential hires may have with anyone presently incarcerated or under the supervision of the Department.
- 2.9.5** The Bidder shall immediately report any new arrest, criminal charges or convictions of any current employee completing services under the Contract.
- 2.9.6** All Bidder staff, regardless of function, providing services on the Contract, shall comply with the Department's security requirements, including background checks, and all other Contract security requirements.

2.10 Reporting Requirements

- 2.10.1** The Bidder shall provide to the Department's Contract Manager, or designee, a monthly summary report, as an attachment to the monthly invoice no later than 15 calendar days at the end of each month. The report shall delineate dates of transportation services, the name(s) and DC number(s) of any and all Inmates/Offenders transported, , the location(s) where the Inmates/Offenders were transported from and to, the names, driver's license numbers and driver's license class of transporting staff, the type of vehicle, type of vehicle engine and tag number of vehicle(s) used for transporting services, the per transport cost price as established in the Contract for services, mileage traveled, and the type and cost of all meals provided. The report must reflect the monthly invoice that was submitted by the Bidder.
- 2.10.2** The Department reserves the right to require ad hoc reports for additional information pertaining to the Contract. Ad hoc reports may be required to respond to grievances, inquiries, complaints, and other questions raised by Inmates/Offenders or other parties. The Bidder shall submit reports within 72 hours

after receipt of the request. When time is of the essence, the Bidder shall make every effort to answer the request within 24 hours, to help ensure the Department responds to the authority or party making the request in a timely manner.

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SECTION 3.0 NON-TECHNICAL SPECIFICATIONS

3.1 Performance Measures and Financial Consequences

The Department intends to award a Contract with a Bidder who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures while successfully delivering services under the Contract. The Department has developed the following Performance Measures which shall be used to measure the awarded Bidder's performance and delivery of services.

The Bidder shall comply with all Contract terms and conditions and the Department may monitor the Bidder's service delivery beginning the second month after implementation of services to ensure that all requirements are being met.

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery and the financial consequences that will be imposed if the standard is not met.

3.1.1 Performance Measure #1 – Transportation of Inmates/Offenders

Outcome:	The Bidder shall provide transport services within 10 calendar days of acceptance. Note: "accepted" means that the Bidder shall transport or make other arrangements to detain the Inmates/Offenders within 10 calendar days of the Department's transport request.
Measure:	A monthly comparison will be made of the actual date of transport compared to the Department's request date.
Standard:	All transport requests shall be completed by the Bidder within the 10 calendar day timeframe.
Financial Consequence:	If the Bidder fails to meet the Performance Standard, as outlined in Performance Measure #1, during the quarterly monitoring period, the Department shall assess Financial Consequences in the amount of \$200/day after the 10 th day until the transport is completed or the Inmate/Offender is otherwise detained.

3.1.2 Performance Measure #2 – Monthly Summary Report

Outcome:	The Bidder shall provide a monthly summary report as an attachment to the monthly invoice, to the Department's Contract Manager, or designee, no later than 15 calendar days at the end of each month.
Measure:	The monthly summary report shall be submitted to the Department's Contract Manager, or designee, no later than the 15 th calendar day of each month following the previous month services were provided. The report must reflect the monthly invoice that was submitted by the Bidder.
Standard:	A minimum of seventy-five percent (75%) of reports are completed and received in accordance with the specifications in Section 2.10.1, of the Reporting Requirements.

Financial Consequence: If the Contractor fails to meet the Performance Standard, as outlined in Performance Measure #2, during the quarterly monitoring period, the Department shall assess Financial Consequences in the amount of \$1,500.

3.1.3 Performance Measure #3 – Staff Requirements

Outcome: All staff used by the Bidder shall be licensed, certified and approved by the Department's Contract Manager, or designee.

Measure: The Department will monitor the Bidder's staff, used monthly, to ensure maximum compliance of employment requirements.

Standard: All of the Bidder's staff must be licensed, certified and approved by the Department's Contract Manager, or designee, prior to performing services under the Contract.

Financial Consequence: If the Bidder's staff license is expired or an individual working on the roster is not approved by the Department or fails to meet the Staff Requirements as outlined in Performance Measure #3, the Department shall assess Financial Consequences in the amount of \$500.

3.1.4 Performance Standards

3.1.4.1 Nothing in this section shall be construed to make the Bidder liable for delays that are beyond their reasonable control. The Department's Contract Manager, or designee, shall make the determination as to what the term "reasonable" will mean in the context of any delay.

3.1.4.2 Nothing in this section shall limit the Department's right to pursue remedies for other types of damages.

3.1.4.3 By executing a Contract that results from this ITB, the Bidder expressly agrees to the assessment of Financial Consequences, in addition to all other remedies available to the Department by law.

3.1.4.4 The Department's Contract Manager, or designee, will provide written notice to the Bidder's Representative of all Financial Consequences assessed, accompanied by detail sufficient for justification of assessment.

3.1.4.5 The Bidder shall forward a cashier's check or money order to the Department's Contract Manager, or designee, payable to the Department in the appropriate amount, within 10 business days of receipt of a written notice of demand for Financial Consequences; or in the alternative and if the Department approves, the Bidder may issue a credit in the amount of the Financial Consequences due on the next monthly invoice and the Department may apply the amount of the Financial Consequence due against any monies owed the Bidder on the next monthly payment, following assessment of damages. Documentation of the amount to be imposed shall be included with the invoice if issuing credit.

3.2 Deliverables

The following services or service tasks are identified as Deliverables for the purposes of the Contract resulting from this solicitation:

- Interstate Transportation of Inmates/Offenders (pickup/delivery); and
- Reports as specified in 2.10, Reporting Requirements.

3.3 Addition/Deletion of Services or Locations

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

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

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

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

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

3.5 Vendor Ombudsman

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

3.6 Payment and Invoicing

The Department will compensate the successful Bidder for the delivery of services, as specified in Attachment II, Price Page. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Bidder shall include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, PO number, and items provided.

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SECTION 4.0 PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Respondents (PUR 1001)

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

4.2 Bidder Inquiries

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

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

Charlotte Shorter-Rumlin, Procurement Officer

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

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

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

4.3 Cost of Bid Preparation

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

4.4 Instructions for Bid Submittal

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

- 1) Bids may be sent by U.S. Mail, Courier, Overnight, or hand delivered to the location indicated in the Timeline. Electronic submission of Bids will not be accepted for the ITB.
- 2) All bids must be submitted in a sealed envelope/package with the relevant ITB number and the date and time of the bid opening clearly marked on the outside of the envelope/package.
- 3) It is the Bidder's responsibility to assure its Bid submittal is delivered to the proper place and time as stipulated in the timeline. The Department's clocks will stamp Bids received, and provide the official time for bid opening.
- 4) Late bids will not be accepted.
- 5) Submit one (1) original Bid, and one (1) electronic copy in searchable PDF format on a CD/DVD or flash drive (not password protected). The electronic copy must contain the entire Bid, as submitted, including all supporting and signed documents. If the Bidder chooses to submit a redacted copy of their Bid, as outlined in Section 4.18 the Bidder should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on CD/DVD or flash drive (not password protected).

4.5 Price Page

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

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

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

4.6 Mandatory Documentation

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

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

- 3) Certification of a Drug Free Workplace Program form, if applicable – Attachment IV; and
- 4) Department's Security Requirements for Contractors – Attachment V.

4.7 Disclosure of Bid Submittal Contents

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

4.8 Bid Opening

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

4.9 Bid Evaluation

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

4.10 Basis of Award

An award shall be made to the responsive and Responsible Bidder with the lowest Grand Total Price, as specified in Attachment II, Price Page. A Bidder must bid on all groups to be found responsive.

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

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

4.11 Disposal of Bids

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

4.12 Bid Rules for Withdrawal

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

4.13 Addenda

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

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

4.14 Verbal Instruction Procedure/Discussions

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

4.15 No Prior Involvement and Conflict of Interest

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

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

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

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

4.16 State Licensing Requirements

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

4.17 MyFloridaMarketPlace (MFMP) Registration

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

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

4.18 Confidential, Proprietary, or Trade Secret Material

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

4.19 E-Verify

In accordance with Executive Order 11-116, "The provider agrees to utilize the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the Contract term by

the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term.” Bidders meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.

4.20 Vender Substitute W-9

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

4.21 Scrutinized Companies Certification

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

4.22 Identical Tie Bids

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

4.23 Rejection of Bids

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

4.24 Inspector General

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

4.25 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular Business Hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), 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.

4.26 Cooperation with the Florida Senate and Florida House of Representatives

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

SECTION 5.0 SPECIAL CONDITIONS

5.1 General Contract Conditions (PUR 1000)

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

5.2 Modifications after Contract Execution

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

The Bidder may request an equitable adjustment in the price(s) or delivery date(s), if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Department's Contract Manager or designee, and a written Contract amendment.

The Department shall provide written notice to the Bidder 30 calendar days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affects the Bidder's ability to provide the service as specified herein. Unless otherwise stated within the Contract, modifications shall be valid only through the execution of a formal Contract amendment.

5.3 State Initiatives

1. 5.3.1 Diversity in Contracting

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

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

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

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

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

2. 5.3.2 Environmental Considerations

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

5.4 Subcontracts

The Bidder may, with prior written consent of the Department, enter into written Subcontracts for the delivery or performance of services, as indicated in this ITB.

Anticipated Subcontract agreements known at the time of bid submission must be disclosed, and the amount of the Subcontract must be identified in the Bid. If a Subcontract has been identified at the time of bid submission, a copy of the proposed Subcontract must be submitted to the Department. No Subcontract, which the Bidder enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Bidder of any responsibility for the performance of its duties. All subcontractors, regardless of function, who provide services on Department property, shall comply with the Department's security requirements, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Bidder. The Department is only authorized to pay the successful Bidder for any services or commodities provided under the Contract.

If a subcontractor is utilized by the Bidder, the Bidder shall pay the subcontractor within seven (7) business days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the Subcontract, and that the Bidder shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract. If the Bidder fails to pay the subcontractor within seven (7) business days, the Bidder shall pay a penalty to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

5.5 Copyrights, Right to Data, Patents and Royalties

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

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

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

notification of a claim regarding copyright or patent infringement and will afford the Bidder full opportunity to defend the action and control the defense of such claim.

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

5.6 Independent Contractor Status

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

5.7 Assignment

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

5.8 Severability

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

5.9 Use of Funds for Lobbying Prohibited

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

5.10 Employment of Department Personnel

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

5.11 Legal Requirements

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

5.12 Insurance

The Bidder understands and agrees to the strict adherence to all specific insurance requirements and shall continuously provide adequate, comprehensive insurance coverage, and to hold such insurance as outlined in this ITB and at all times during the term of the Contract. The Bidder accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Bidder, and the Department, under the Contract. In addition to the insurance requirement outlined in the ITB, the Bidder shall also include insurance coverage for workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any work under the Contract. The Bidder shall provide the Department written verification of all required insurance coverage. Coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

5.13 Annual Appropriation

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

5.14 Tax Exemption

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

5.15 Prison Rape Elimination Act (PREA)

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

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ATTACHMENT I – Delivery Locations
FDC ITB-19-091

REGION I – ALL LOCATIONS

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

MAJOR INSTITUTIONS (CONT'D)	
Quincy Annex 2225 Pat Thomas Parkway Quincy, Florida 32351-8645 (850) 627-5400 Fax: (850) 875-3572	Santa Rosa CI 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907
Santa Rosa Annex 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907	Wakulla Correctional Institution 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203
Wakulla Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 487-4341 Fax: (850) 410-0203	Walton Correctional Institution 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-1300 Fax: (850) 951-1750

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REGION II – ALL LOCATIONS

MAJOR INSTITUTIONS	
Baker Correctional Institution P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500 (386) 719-4500 Fax: (386) 758-5759	Columbia Correctional Institution 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602
Columbia Correctional Institution Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 466-3000 Fax: (386) 754-7602	Cross City Correctional Institution 568 NE 255 th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334
Cross City East Unit 568 NE 255 th Street Cross City, Florida 32628 (352) 498-4444 Fax: (352) 498-4333 or 4334	Florida State Prison 7819 N.W. 228th Street Raiford, Florida 32026-1000 (904) 368-2500 Fax: (904) 368-2732
Florida St. Prison West Unit Post Office Box 747 State Road 16 Starke, Florida 32091-0747 (904) 368-2500 Fax: (904) 368-27299	Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159
Lake City Correctional Facility 7906 East Highway 90 Lake City, FL 32055 (386) 755-3379 Fax: (386) 752-7202	Lancaster Correctional Institution 3449 S.W. State Road 26 Trenton, Florida 32693-5641 (352) 463-4100 Fax: (352) 463-3476
Lawtey Correctional Institution 7819 N.W. 228 th Street Raiford, Florida 32026-2000 (904) 782-2000 Fax: (904) 782-2005	Madison Correctional Institution 382 Southwest MCI Way Madison, Florida 32340-4430 (850) 973-5300 Fax: (904) 973-5339
Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534	

MAJOR INSTITUTIONS (CONT'D)	
New River Correctional Institution 7819 NW 228 th Street Raiford, Florida 32026-3000 (904) 368-3000 Fax: (904) 368-3205	Putnam Correctional Institution 128 Yelvington Road East Palatka, Florida 32131-2112 (386) 326-6800 Fax: (386) 312-2219
Reception and Medical Center P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628 (386) 496-6000 Fax: (386) 496-3287	Reception and Medical Center West 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628 (386) 496-6002 Fax: (386) 496-4689
Suwannee Correctional Institution 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6201 Fax: (386) 963-6103	Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6301 Fax: (386) 963-6103
Taylor Correctional Institution 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024	Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348 (850) 838-4002 Fax: (850) 838-4024
Tomoka Correctional Institution 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098 (386) 323-1070 Fax: (386) 323-1006	Union Correctional Institution 7819 N.W. 228 th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016

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REGION III – ALL LOCATIONS

MAJOR INSTITUTIONS	
Avon Park Correctional Institution P.O. Box 1100 County Road 64 East Avon Park, Florida 33826-1100 (863) 453-3174 Fax: (863) 453-1511	Central Florida Reception Center 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570
Central Florida Reception Center East 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570	Central Florida Reception Center South 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570
DeSoto Annex 13617 S.E. Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (863) 494-1740	Florida Women's Reception Center 3700 NW 111th Place Ocala, Florida 34482-1479 352-840-8000 Fax: (352) 401-5331
Hardee Correctional Institution 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504	Hernando Correctional Institution 16415 Springhill Drive Brooksville, Florida 34604-8167 (352) 754-6715 Fax: (352) 544-2307
Lake Correctional Institution 19225 U.S. Highway 27 Clermont, Florida 34715-9025 (352) 394-6146 Fax: (352) 394-3504	Lowell Correctional Institution 11120 NW Gainesville Road Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331
Lowell Correctional Institution Annex 11120 NW Gainesville Road Ocala, Florida 34482-1479 (352) 401-5301 Fax: (352) 401-5331	Marion Correctional Institution 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6400 Fax: (352) 840-5657
Polk Correctional Institution 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072	Sumter Correctional Institution and BTU 9544 County Road 476B Bushnell, Florida 33513-0667 (352) 569-6100 Fax: (352) 569-6196
Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954	

REGION IV – ALL LOCATIONS

MAJOR INSTITUTIONS	
Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300 Fax: (941) 575-5747	Dade Correctional Institution 19000 S. W. 377 th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881
Everglades Correctional Institution 1601 S.W. 187 th Avenue Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039	Homestead Correctional Institution 19000 S. W. 377 th Street Florida City, Florida 33034-6409 (305) 242-1700 Fax: (305) 242-2424
Martin Correctional Institution 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742	Okeechobee Correctional Institution 3420 N.E. 168 th Street Okeechobee, Florida 34972-4824 (863) 462-5474 Fax: (863) 462-5402
South Florida Reception Center 14000 NW 41 st Street Doral, Florida 33178-3014 (305) 592-9567 Fax: (305) 470-5628	South Florida Reception Center - South 13910 NW 41 st Street Doral, Florida 33178-3014 (305) 592-9710 Fax: (305) 470-5628

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XV. ATTACHMENT II – Price Page

FDC ITB-19-091

The Bidder shall provide their proposed Location and cost, to perform interstate Extradition services for the Locations listed in Attachment I, Delivery Locations. By submitting a Bid(s) in response to this ITB, each Bidder warrants its agreement to the prices provided. Bids should be submitted with the most favorable pricing terms the Bidder can offer the State. Any modifications, qualifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive.

Bids must be firm prices and be inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges. An award shall be made to the responsive and Responsible Bidder with the lowest Grand Total Price.

Pickups are on the East Coast and mileage will be paid from point of pick up to point of drop off.

(A) Pickup Location	(B) Unit Price (Per Mile)	(C) Estimated Annual (Per Year) Usage		(D) Total Per Year (B x C = D)
Florida	\$ _____	80,000 miles	=	\$ _____
U.S. East Coast (East of Mississippi River) (Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware, Virginia, North Carolina, South Carolina, Georgia, Florida and Washington D.C.)	\$ _____	80,000 miles	=	\$ _____
U.S. West Coast (West of Mississippi River)	\$ _____	80,000 miles	=	\$ _____
Air Travel Mileage	\$ _____	80,000 miles	=	\$ _____
Grand Total Price				\$ _____

*For bidding and award purposes only. Payment will be made at the awarded Unit Prices.

NAME OF BIDDER'S ORGANIZATION

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

DATE

ATTACHMENT III – Bidder’s Contact Information and Certification
FDC ITB-19-091

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

	Bidder Contact Person For Solicitation Purposes	Bidder Contact Person For Contractual Purposes (should Bidder be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		

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

Authorized Bidder Signature

Date

ATTACHMENT IV – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITB-19-091

Section 287.087, F.S. provides that, where identical tie Bids are received, preference shall be given to a Bid received from a Bidder that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under 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 under 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, F.S., 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.

Bidder Name:

**Signature of Authorized
Representative:**

**Bureau of Procurement****Agency Term Contract
ATC-20-009
Interstate Extradition Services****ATTACHMENT V – Security Requirements
FDC ITB-19-091**

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

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

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between contract personnel and Inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with Inmates, verbal or otherwise, is permitted without the authorization of the Institution's OIC.
- 8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or Inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two (2) copies of the correct inventory with each tool box, one (1) copy will be used and

retained by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No Inmate will be allowed to leave the area until the lost tool is recovered.

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

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

NAME OF BIDDER

FEIN

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**ATTACHMENT VI – Interstate Agreement on Detainers
FDC ITB-19-091**

Five (5) copies. All copies with Original signatures by the prosecutor and the agents, should be sent to the Agreement Administrator in the Receiving state. After signing all copies, the Agreement Administrator will retain one (1) copy for the file, send one (1) copy to the Warden, Superintendent or Director of the Institution in which the Inmate is located, send one (1) copy to the Agreement Administrator in the sending state, and return two (2) copies to the prosecutor who will place one in the file and give one (1) to the agents for use in establishing their authority.

EVIDENCE OF AGENTS' AUTHORITY TO ACT FOR RECEIVING STATE

TO: Bureau of Classification and Central Records, Agreement Administrator
501 South Calhoun Street, Tallahassee, FL 32399-2500

(Inmate's Name and Number)
is confined in _____ (Institution) _____
_____ (Address) and will be taken into custody at
said institution on a date to be determined or _____
_____ (actual date if known) for return to the County of
_____, Florida for trial. In accordance with Article V (b), of said agreement, I
have designated the following agent(s) whose typed name(s) and signature(s) appear below to return the
Inmate.

Dated: _____ Signed: _____
(Prosecutor)

Typed Name/Title: _____
County: _____
Address: _____
City/State: _____
Telephone: _____

Agent(s) Typed Name(s) and Signature(s):

and/or
_____ and/or
_____ and/or

TO: Warden, Superintendent or Director

In accordance with the above representation and the provision of the Agreement on Detainers, the above listed agent(s) are hereby designated to return the above Inmate to this jurisdiction for trial. At the completion of the trial, the Inmate shall be returned to the institution listed above.

Agreement Administrator

Dated: _____ By: _____

ADDENDUM #001

Solicitation Number: FDC ITB-19-091
Solicitation Title: Interstate Extradition Services
Opening Date/Time: April 2, 2020 at 2:00 p.m., Eastern Time (ET)
Addendum Number: 001
Addendum Date: March 17, 2020

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

This Addendum includes the Department's answers to written questions received.

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**Responses to Written Questions
FDC ITB-19-091
Interstate Extradition Services**

Question Number	Question	Answer
1	Can you please send me more information about the requirements for Interstate Extradition Services.	Please refer to Section 2.0, Scope of Work of the ITB, for information regarding the requirements for Interstate Extradition Services.
2	We provided these services for the State for quite sometime and would value the opportunity to do so again but have some concerns with the specifications outlined in the ITB. Are we able to submit exceptions and deviations to the terms of this bid within our response and still have our proposal evaluated?	Please refer to Section 4.5, Price Page, Section 4.6, Mandatory Documentation, and Attachment II, Price Page regarding the specifications for Interstate Extradition Services. Per Attachment II, Price Page, "Any modifications, qualifications, counter offers, deviations, or challenges will not be accepted, and may render a Bid non-responsive."

ADDENDUM #002

Solicitation Number: FDC ITB-19-091
Solicitation Title: Interstate Extradition Services
Opening Date/Time: April 2, 2020 at 2:00 p.m., Eastern Time (ET)
Addendum Number: 002
Addendum Date: March 27, 2020

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

Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation. Added or new language to the ITB is highlighted in **yellow**, while deleted language has been struck.

This Addendum includes the following revisions:

Change No. 1

A change to the Timeline.

Change No. 2

A change to Section 4.8, Bid Opening.

4.8 Bid Opening

Bids are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Bid responses received late (after bid opening date and time) will not be accepted, nor considered, and modification by the Bidder of submitted Bids will not be allowed, unless the Department has made a request for additional information. Department staff will not be held responsible for the inadvertent opening of a Bid response if it is not properly sealed, addressed, or identified. The name of all Bidders submitting Bids will be made available to interested parties, upon written request to the Procurement Officer. Pursuant to Executive Order 20-52 and in response to the COVID-19 pandemic, visitors are not permitted in the Department's building. A conference line has been established to allow Bidders to attend the opening remotely using the teleconference line indicated in the Timeline.

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**REVISED
TIMELINE
FDC ITB-19-091**

EVENT	DATE/TIME	LOCATION
Release of ITB	February 4, 2020	Vendor Bid System http://www.myflorida.com/apps/vbs
Last day for written Inquiries to be received by the Department	March 3, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	March 17, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Sealed Bids Due and Opened	April 2, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 Pursuant to Executive Order 20-52 and in response to the COVID-19 pandemic, visitors are not permitted to attend the bid opening in person. Bidders may attend the bid opening remotely via teleconference. Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Anticipated Posting of Recommended Award	To Be Determined April 28, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs

ADDENDUM #003

Solicitation Number: FDC ITB-19-091
Solicitation Title: Interstate Extradition Services
Opening Date/Time: April 2, 2020 at 2:00 p.m., Eastern Time (ET)
Addendum Number: 003
Addendum Date: May 1, 2020

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

Please be advised that the changes below are applicable to the original specifications of the above referenced solicitation. Added or new language to the ITB is highlighted in **yellow**, while deleted language has been struck.

This Addendum includes the following revisions:

Change No. 1

A change to the Timeline.

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REVISED
TIMELINE
FDC ITB-19-091

EVENT	DATE/TIME	LOCATION
Release of ITB	February 4, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Last day for written Inquiries to be received by the Department	March 3, 2020 By 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer Email: purchasing@fdc.myflorida.com
Anticipated Posting of Written Responses to Written Inquiries	March 17, 2020	Vendor Bid System; http://www.myflorida.com/apps/vbs
Sealed Bids Due and Opened	April 2, 2020 2:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 Pursuant to Executive Order 20-52 and in response to the COVID-19 pandemic, visitors are not permitted to attend the bid opening in person. Bidders may attend the bid opening remotely via teleconference. Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Anticipated Posting of Recommended Award	May 15, 2020 April 28, 2020	Vendor Bid System: http://www.myflorida.com/apps/vbs

**EXHIBIT B
CONTRACTOR'S NEGOTIATED PRICING
FOR ITB 19-091**

Prices are firm and inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

Pickups are mostly on the East Coast and mileage will be paid from point of pick up to point of drop off.

(A) Pickup Location	(B) Unit Price (Per Mile)	(C) Estimated Annual (Per Year) Usage		(D) Total Per Year (B x C = D)
Florida	\$ <u>3.75</u>	80,000 miles	=	\$ <u>300,000</u>
U.S. East Coast (East of Mississippi River) (Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware, Virginia, North Carolina, South Carolina, Georgia, Florida and Washington D.C.)	\$ <u>3.85</u>	80,000 miles	=	\$ <u>308,000</u>
U.S. West Coast (West of Mississippi River)	\$ <u>3.65</u>	80,000 miles	=	\$ <u>292,000</u>
Air Travel Mileage	\$ <u>4.20</u>	80,000 miles	=	\$ <u>336,000</u>
Grand Total Price				\$ <u>1,236,000</u>

- * All guards providing transport of FDC inmates will have advanced firearm training which exceeds the requirements of the ITB,
- * All guards providing transport of FDC inmates will have training in the use of non-lethal weapons,
- * Every trip Gun Girls provides for FDC inmates will include one guard who is not only certified in accordance with the requirements of the ITB, but also is a certified medic,
- * Every vehicle transporting FDC inmates will include advanced first aid kits and AEDs
- * Gun Girls agrees to review pricing for a possible decrease in six months, and commits to lowering prices if possible, based on a potential reduction in current risks for interstate travel.

GUN GIRLS INC.
NAME OF BIDDER'S ORGANIZATION

46-3154993
FEIN

ORIGINAL SIGNATURE ON FILE
SIGNATURE OF AUTHORIZED REPRESENTATIVE

SUSAN KUSHLIN
PRINTED NAME OF AUTHORIZED REPRESENTATIVE



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

Amendment #1

ATC-20-009

Interstate Extradition Services

This Amendment ("Amendment"), effective the date fully executed by both Parties, to Agency Term Contract ATC-20-009 ("Contract") is between the State of Florida, Department of Corrections ("Department"), and Gun Girls Inc., ("Contractor"). The Department and Contractor are collectively referred to herein as the "Parties," and individually as a "Party." All capitalized terms used herein shall have the meaning assigned to them in the Contract unless otherwise defined herein.

1.0 MODIFICATIONS

In accordance with **Section V., Amendments** of the above-referenced Contract, the following modifications are hereby applied:

1.1 Section III., **Renewal Terms** is revised as follows:

III. Renewal Terms

The Department and the Contractor may renew the Contract in whole or in part, for a renewal term not to exceed five (5) years, or portions thereof, ~~a renewal pricing specified in the Contractor's original submission~~ at the same terms and conditions as the initial Contract and all related amendment, upon mutual agreement of the Parties. ~~as set forth in the Contract.~~ The Department may not be charged any costs relating to a renewal.

1.2 Section VII., **Contract Management** is revised as follows:

VII. Contract Management

The Department employee who is primarily responsible for maintaining the Contract Administration file is:

ATC Contract Administrator
Bureau of Procurement
Florida Department of Corrections
501 S. Calhoun St., Suite 327
Tallahassee, FL 32399
Telephone: (850) 717-3700
Email: Purchasing@fdc.myflorida.com

The Department's Contract Manager is:

Vicki Newsome, Bureau Chief
Office of Institutions
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3529
Email: Vicki.Newsome@fdc.myflorida.com

The Department may appoint a different Contract Administrator or Manager, which will not require an amendment to the Contract, by sending written notice to the Contractor. **The Contractor shall address all** Any communication to the Department relating to the Contract ~~shall be addressed to the Department's Contract Manager, or designee.~~

The Contractor has assigned the following individual(s) **below** to serve as the ~~designated contact person~~ **their Representative** for this Contract:

~~Primary Contact~~ **The Contractor's Representative is:**

Susan Kushlin, President
Gun Girls, Inc.
13080 Rosewood Lane
Palm Beach Gardens, Florida 33418
Telephone: (561) 213-7898
Email: gungirlsusan@gmail.com

The Department will direct a All questions and customer service issues concerning this Contract ~~shall be directed to the Contractor's designated contact(s),~~ **Representative** above. It will be the ~~designated contact's~~ **Contractor's Representative's** responsibility to coordinate with necessary Department personnel, as required, to answer questions and resolve issues. The Contractor must provide written notice to the Department's Contract Manager, ~~or designee,~~ if a new employee is designated as the ~~contact person~~ **representative** for this Contract.

1.3 Section XI., Price Adjustments, is hereby replaced in its entirety:

XI. Price ~~Decreases~~ Adjustments

~~Any price decrease effectuated during the Contract period by reason of market change or special sales offered to other customers shall be passed on to the Department. This shall also apply to all in place equipment on a rent or lease plan. Price increases are not accepted, unless otherwise stated. All prices are firm and shall be held for the duration~~

~~of the Contract term. Equitable price adjustments shall only be considered if they are received and justified in accordance with the PUR 1000, as referenced in Exhibit A.~~

The Contractor shall apply to the Department any price decrease effectuated during the Contract term by reason of market change or special sales offered to other customers. Such a price decrease applies regardless of whether any related equipment is rented or leased by the Department under the Contract. Price increases are rejected, unless otherwise stated. All prices are firm and shall be held for the duration of the Contract term. Equitable price adjustments shall only be considered if they are received and justified in accordance with the PUR 1000, Section (4)(e).

1.4 Section XIV., Other Conditions, A. Public Records, is hereby revised as follows:

A. Public Records

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested related records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon Contract expiration or termination; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service Contract. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §Section 287.058(1)(c), Florida Statutes (F.S.), the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § Section 24(a) of Art. I of the State Constitution and either § Section 119.07(1), F.S. or §119.071, F.S.

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

Florida Department of Corrections

ATTN: Public Records Unit

501 South Calhoun Street

Tallahassee, Florida 32399-2500

Telephone: (850) 717-3605 412-2664

Fax: (850) 922-4355

Email: CO.PublicRecords@fdc.myflorida.com

Website: [https://floridadoc.gov/ga.us/WEBAPP/rs/\(S\(mxurvkh004wtw1eymm15f4x\)\)/SupportHome.aspx](https://floridadoc.gov/ga.us/WEBAPP/rs/(S(mxurvkh004wtw1eymm15f4x))/SupportHome.aspx)

1.5 Section XIV., Other Conditions, D. Notices, is hereby replaced in its entirety:

D. Notices

~~All notices required or permitted by this Contract shall be given in writing and by hand-delivery or email to the respective parties. All notices by hand-delivery shall be deemed received on the date of delivery and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable. Both parties may change their contact information and Contract Manager by written notice given to the other party as provided above.~~

Unless otherwise required herein, the Parties shall provide all notices required or permitted by this Contract in writing, by mail, hand-delivery, or email to the respective Parties. All notices by hand-delivery shall be deemed received on the date of delivery, and all notices by email shall be deemed received when they are transmitted and not returned as undelivered or undeliverable.

1.6 Section XIV., Other Conditions, K. Scrutinized Companies Contractor Certification, is hereby revised as follows:

K. Scrutinized Companies Contractor Certification

The Contractor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total,

not including renewal years, the Contractor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and ~~215.4725, F.S.~~, and further certifies they are not engaged in business operations in Cuba or Syria, 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 Contractor agrees the Department may immediately terminate the resulting Contract for cause if the Contractor is found to have submitted a false certification or if the Contractor 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 resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

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2.0 CONFLICT

To the extent any of the terms of this Amendment conflict with the terms of the Contract, the terms of this Amendment shall control. All other terms of the Contract remain in full force.


CONTRACTOR:
GUN GIRLS, INC.


Authorized Signature

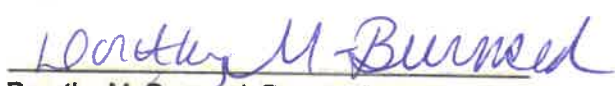
Susan Kushlin
Printed Name

10/14/22
Date

STATE OF FLORIDA
DEPARTMENT OF CORRECTIONS


J. Olyn Long, Procurement Director
Office of Financial Management

10/28/22
Date


Dorothy M. Burnsed, Deputy General Counsel
(Approved as to form and legality, subject to execution)

*GRB
10/20/22*
10/25/22
Date

REVISED
EXHIBIT B
CONTRACTOR'S NEGOTIATED PRICING
FOR ITB 19-091

Prices are firm and inclusive of all packaging, handling, shipping and delivery charges, environmental and fuel service fees, and any other relevant and related charges.

Pickups are mostly on the East Coast and mileage will be paid from point of pick up to point of drop off.

(A) Pickup Location	(B) Unit Price (Per Mile)	(C) Estimated Annual (Per Year) Usage	(D) Total Per Year (B x C = D)
Florida	\$5.8125 \$ 3.75	80,000 miles	= \$ 465,000 \$ 300,000
U.S. East Coast (East of Mississippi River) (Maine, New Hampshire, Vermont, Massachusetts, Rhode Island, Connecticut, New York, New Jersey, Pennsylvania, Maryland, Delaware, Virginia, North Carolina, South Carolina, Georgia, Florida and Washington D.C.)	\$5.9675 \$ 3.85	80,000 miles	= \$ 477,400 \$ 308,000
U.S. West Coast (West of Mississippi River)	\$5.6575 \$ 3.65	80,000 miles	= \$ 452,600 \$ 292,000
Air Travel Mileage	\$6.51 \$ 4.20	80,000 miles	= \$ 520,800 \$ 336,000
Grand Total Price			\$ 1,916,600 \$ 1,236,000
Other Charges			Total Per Trip
Less than a five-day (5) notice charge			= \$ 500.00
Less than 300 miles (not to include mileage)			= \$ 300.00

*All guards providing transport of FDC inmates will have advanced firearm training which exceeds the requirements of the ITB,
 *All guards providing transport of FDC inmates will have training in the use of non-lethal weapons,
 *Every trip Gun Girls provides for FDC inmates will include one guard who is not only certified in accordance with the requirements of the ITB, but also is a certified medic,
 *Every vehicle transporting FDC inmates will include advanced first aid kits and AEDs,
 *Gun Girls agrees to review pricing for a possible decrease in six months, and commits to lowering prices if possible, based on a potential reduction in current risks for interstate travel.

GUN GIRLS, INC.
 NAME OF BIDDER'S ORGANIZATION

46-3154993
 FEIN

ORIGINAL SIGNATURE ON FILE
 SIGNATURE OF AUTHORIZED REPRESENTATIVE

SUSAN KUSHLIN
 PRINTED NAME OF AUTHORIZED REPRESENTATIVE