

FLORIDA DEPARTMENT OF CORRECTIONS  
**REQUEST FOR PROPOSAL**  
 CONTRACTUAL SERVICES

Page <u>1</u> of <u>66</u> pages	SUBMIT BIDS TO:  <b>Cassandra E. Williams, Procurement Manager</b> <b>Florida Department of Corrections</b> <b>Bureau of Procurement and Supply</b> <b>501 South Calhoun Street</b> <b>Tallahassee, Florida 32399-2500</b>
AGENCY RELEASE DATE:  <u>December 12, 2013</u>	

SOLICITATION TITLE:  <b>STATEWIDE MP3 PLAYER PROGRAM</b>	SOLICITATION NO:  <b>DC RFP-13-024</b>
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PROPOSALS WILL BE OPENED: February 5, 2014, at 3:00 p.m., E.T.  
 and remain valid for 365 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL)
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	<hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the Proposer/Contractor and that the Bid is in compliance with all requirements of the Invitation to Bid, including but not limited to, certification requirements and mandatory attestations. In submitting a Bid to an agency for the State of Florida, the Vendor offers and agrees that if the Bid is accepted, the Vendor will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

**NO BID SUBMITTED:** Please provide reason for "No Bid" in this Space

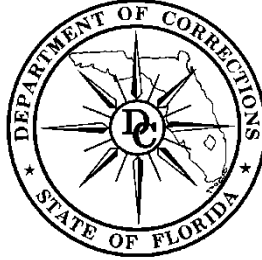
**VENDOR CONTACTS:** Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation and any resulting contract or purchase order.

<b>PRIMARY CONTACT:</b>		<b>SECONDARY CONTACT:</b>	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, [Form PUR 1000](#) (10/06), and the General Instructions to Proposers, [Form PUR 1001](#) (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

**State of Florida**

**Department of Corrections**



**REQUEST FOR PROPOSAL  
(RFP)**

**FOR**

**STATEWIDE MP3 PLAYER PROGRAM**

**DMS CLASS & GROUP**

**880-265 and 947-430**

**RELEASED ON**

**December 12, 2013**

**BY THE**

**DEPARTMENT OF CORRECTIONS  
BUREAU OF PROCUREMENT AND SUPPLY  
501 South Calhoun Street  
TALLAHASSEE, FLORIDA 32399-2500**

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## ***SECTION 1 - DEFINITIONS***

**The following terms used in this Request for Proposals (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:**

- 1.1 Breach of Contract:** The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract resulting from this RFP.
- 1.2 Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.3 Corrective Action Plan (CAP):** A Contractor’s comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.4 Department:** The State of Florida, Department of Corrections, is referred to in this RFP document as “the Department”.
- 1.5 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Proposers
- 1.6 Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must –be met by the Proposer to be responsive to this RFP. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.7 Material Deviations:** The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate future events) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a proposal.
- 1.8 Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the Department.
- 1.9 Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.10 Responsive Proposal:** A proposal submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.11 Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor’s obligations to the Department under the terms of the Contract resulting from this RFP.
- 1.12 Successful Proposer/Contractor:** The entity that will be performing as the Contractor under any contract resulting from this RFP.
- 1.13 Vendor, Offeror, Proposer and/or Contractor:** A legally qualified corporation, partnership or other entity submitting a proposal to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

## TIMELINE

Listed below are the important actions and dates/times by which the actions must be taken or completed. If the Department finds it necessary to change any of these dates/times, it will be accomplished by addendum. All listed times are local time in Tallahassee, Florida (**Eastern Time**).

EVENT	DATE/TIME	LOCATION
Release of RFP to public, posted on VBS.	<b>December 11, 2013</b>	<b>Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Non-Mandatory Proposers' Conference and Site Visit	<b>January 8, 2014 at 10:00 A.M.</b>	See <b>Section 4.27</b> for specific information regarding Proposer Conference Site Visit.
Last day for written inquiries to be received by the Department	<b>January 14, 2014 at 5:00 P.M.</b>	SUBMIT TO: Florida Department of Corrections Cassandra E. Williams, PMP, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: <a href="mailto:williams.cassandra2@mail.dc.state.fl.us">williams.cassandra2@mail.dc.state.fl.us</a>
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	<b>January 21, 2014</b>	<b>Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Proposals Due and Opened	<b>February 5, 2014 at 3:00 P.M.</b>	SUBMIT TO: Florida Department of Corrections Cassandra E. Williams, PMP, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 <b>(Note: No fax or email responses will be accepted)</b>
Anticipated posting of Recommended Award	<b>February 17, 2014</b>	<b>Vendor Bid System:</b> <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Field Testing of Successful Contractor's Point of Sale Equipment	<b>February 24, 2014</b>	See Section 4.5 for information regarding Field Testing.
Anticipated Contract Start Date	<b>April 1, 2014</b>	

## **SECTION 2 – INTRODUCTION**

### **2.1 Background**

The State of Florida has a current total inmate population of approximately one hundred and one thousand (101,000) to date. These inmates are housed in both privately-operated and state-operated facilities throughout the State including correctional institutions, annexes, work camps, work release centers, road prisons, forestry camps, and treatment centers.

Correctional Institutions are prisons with fences, razor wire or ribbon, electronic detection systems, perimeter towers with armed correctional officers and/or officers in roving perimeter vehicles. Facilities operated by the Florida Department of Corrections (hereinafter referred to as “Department” or “DC”) are grouped into three (3) regions (Regions I through III, with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida and South Florida.)

### **2.2 Overview**

There are approximately 140 vendor operated kiosks in operation statewide to facilitate the Department’s MP3 player program. Please refer to Attachment 5 for a facility listing and allocation of kiosks. Currently, inmates may purchase a MP3 player, accessories and/or songs through our Contractor’s weekly canteen order process. There is no limit to the number of songs that can be purchased and the purchase of a MP3 player, songs and/or accessories are not included in the inmate’s weekly canteen spending limit.

Inmates wishing to purchase a MP3 player, accessories and/or songs fill out a weekly order form and deliver the form to the inmate canteen. Orders for the MP3 player and accessories are processed weekly, filled and packaged at the canteen Contractor’s secure warehouse and shipped to their on-site staff. Contractor staff is responsible for receiving the order, charging the requesting inmate’s trust account for the total cost of the order and delivering the order to the Department’s property officer for processing. Currently, weekly MP3 player, accessories, and/or song orders are processed through a designated inmate canteen and delivered to a designated area for pick up by the inmate.

In an effort to assist Proposers with preparing their proposals, the following sales data for the Department’s current MP3 player program is being provided for the FY 2012-2013 (July 1 thru June 30).

<b>Item</b>	<b>Units</b>	<b>Sales</b>
4 GB MP3 Player	7,416	\$741,229
8 GB MP3 Player	2,860	\$341,057
Screen Protector	2,549	\$15,090
Armbands	7,012	\$104,314
Ear buds	3,327	\$63,060
MP3 Player Songs	1,580,928	\$2,371,392

### **2.3 Statement of Purpose**

The Department is requesting proposals from vendors to provide a MP3 player program at facility locations identified in Exhibit B. To this end, the Department is interested in a single contractor for the provision and operation of the MP3 player program in accordance with Section 3, Scope of Service, contained herein.

The Department is requesting proposals from qualified vendors with at least five (5) years of business/corporate experience within the last seven (7) years in the provision of large-scale MP3 player program services in multiple sites with two (2) years of this experience being in a correctional or other security/law enforcement setting. The Department intends to enter into a single contract for all services contemplated in this RFP.

In the event any contract resulting from this RFP is terminated early by either party, the Department reserves the right to procure services from the next highest Proposer. The Department encourages the participation of minority, woman, and service disabled veteran business enterprises in this procurement.

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

#### **2.4 Start-Up Date**

Each Proposer shall submit an Estimated Implementation and Transition Date Schedule in their proposal to this RFP. The estimated plan will be adjusted, as necessary, and approved as Contractor's Final Implementation Plan and Transition Date Schedule by the Contract Manager. The plan shall be designed to provide for seamless transition with minimal interruption of sales or operations.

#### **2.5 Pricing Methodology**

The Contract resulting from this RFP will be at no cost to the Department and will be revenue generating.

A shipping/handling fee may be charged by the Contractor per order; however this fee will not exceed \$5.00.

#### **2.6 Term of Contract**

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a three year period beginning upon Contract execution. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

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### **SECTION 3 – SCOPE OF SERVICES**

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

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

#### **3.1 General Description of Services**

The Florida Department of Corrections is seeking proposals for a MP3 player program in Department facilities located throughout the State of Florida.

The Contractor shall provide a statewide MP3 player program in Department facilities at no cost to the Department. This program shall meet or exceed the minimum requirements outlined in this RFP. The Contractor shall provide all products for resale as identified on the Department’s MP3 player program product list identified in Exhibit A.

The Contractor shall provide, at their own expense, all systems and equipment (software and hardware) required for the service delivery, regardless of the number of units/participants in the MP3 player program including but not limited to:

- 3.1.1** All software and hardware required to access the internet, with exception of Department personal computers; and
- 3.1.2** All labor, materials, equipment, network access and consumables necessary to perform the MP3 player program.

All equipment and systems furnished shall be standard products of the contractor identified, shall be in proper working order, clean and free from defects of features affecting appearance, serviceability, or safety of the normal intended use.

#### **3.2 Rules and Regulations**

- 3.2.1** The Contractor shall service and operate the MP3 player program in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections’ rules and procedures. All such laws, rules, regulations, and procedures, current and/or as revised, are incorporated herein by reference and made a part of this RFP and any resulting contract.
- 3.2.2** The Contractor shall ensure that all Contractor’s staff providing services under this Contract complies with prevailing ethical and professional standards, and all applicable statutes, rules, procedures, and regulations.
- 3.2.3** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current and a copy submitted to the Contract Manager or designee upon request.
- 3.2.4** The Contractor shall comply with the provisions of the Americans with Disabilities Act.

### **3.3 Communications**

**3.3.1** Contract communications will be in three (3) forms: routine, informal and formal. The Contractor shall respond to Informal and Formal communications in an electronic format, or by facsimile, and it shall include a signature, with follow-up by hard copy mail. For the purposes of this Contract, the following definitions shall apply:

- a) Routine - All normal written communications generated by either party relating to performance of the scope of services. Routine communications must be acknowledged or answered within 30 calendar days of receipt.
- b) Informal - Special written communications deemed necessary based upon either contract compliance or quality of service issues. Informal contract communications must be acknowledged or responded to within 15 calendar days of receipt.
- c) Formal - The same as informal but more limited in nature and usually reserved for significant issues such as breach of contract, failure to provide satisfactory performance, imposition of liquidated damages, or termination. Formal communications shall also include requests for changes in the scope of service and billing adjustments. Formal contract communications must be acknowledged upon receipt and responded to within 7 seven days of receipt.

**3.3.2** The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

**3.3.3** In addition to the personnel named under formal contract communications, personnel authorized to use informal contract communications include the local contract coordinator or any other persons so designated in writing by the parties.

**3.3.4** If there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or Contractor's designee, within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about offenders within three (3) working days of receipt of the request. The Contract Managers shall be copied on all such correspondence.

**3.3.5** The Contractor shall respond to all communications by facsimile, e-mail, or hard copy mail.

**3.3.6** The Contract Manager will utilize a date/numbering system for tracking formal communications.

### **3.4 Confidentiality**

The Contractor shall maintain confidentiality with reference to individual offenders in accordance with applicable local, state, and federal law. The Department and Contractor agree that all information and records obtained in the course of providing services to offenders shall be subject to confidentiality and disclosure provisions of applicable Federal and State statutes and regulations adopted pursuant thereto.

### **3.5 Administrative Requirements**

- 3.5.1** The Department shall not provide any administrative functions or office support for the Contractor (e.g., clerical assistance, office supplies, copiers, fax machines and preparation of documents), except as otherwise indicated in this RFP.
- 3.5.2** The Contractor shall furnish its own support services (e.g., secretarial or clerical staff).
- 3.5.3** The Contractor shall be responsible for providing and paying for the following items, to include but not be limited to:
  - a. Office supplies;
  - b. Office equipment; and,
  - c. Forms.
- 3.5.4** The Contractor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of their staff positions.

### **3.6 Department Responsibilities**

- 3.6.1** The Department will provide security for the Contractor's employees and agents consistent with the security provided at other Department facilities.
- 3.6.2** The Department will submit a file using File Transfer Protocol (FTP) technology of inmate balances to the Contractor.

### **3.7 Service Locations and Times**

#### **3.7.1 Service Location**

##### **3.7.1.1 Institutions/Facility Locations**

The facilities to be included under this Contract are indicated in Exhibit B.

##### **3.7.1.2 Add/Delete Institutions/Facilities**

The Department reserves the right to add or delete institutions, facilities or the number of kiosks in operation at an institution or facility under the Contract upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

#### **3.7.2 Service Times**

The Contractor shall make MP3 player program Kiosks available during normal hours of institutional operation or as determined by each facilities Warden or designee. Normal hours of operation are from approximately 8:00 a.m. until 4:00 p.m. Eastern Standard Time.

In the event of a security issue, the Contractor shall have the ability to render the kiosk inoperable for inmate use. The Contractor will be notified by appropriate Department staff of any required shutdowns of the kiosk or whether the kiosk will be allowed to operate during lockdown periods.

## **3.8 Contractor's Responsibilities and Services to be provided**

### **3.8.1 MP3 Player Program**

The Contractor shall provide a MP3 Player Program that provides a secure method by which inmates can browse, select, and download digital content to their MP3 player. The program shall consist of a MP3 player, kiosk, music library and a private satellite delivery system. All costs related to the kiosks, satellite equipment, network bandwidth, and ongoing maintenance shall be the responsibility of the Contractor. The Contractor is acknowledged to be the owner of all equipment associated with the operation of this program. The Department is not responsible for any capital costs associated with the implementation of this program. The Department assumes no liability for damage to and/or removal of the above-referenced equipment.

The Contractor shall provide inmates the ability to connect their MP3 player to a kiosk via a **standard USB connection** allowing them to download music. The player shall have the ability to be unlocked upon release of the inmate for continued use for a one-time fee paid by the released inmate to the Contractor.

### **3.8.2 Purchase of MP3 Player, Songs, and Accessories**

In order to purchase a MP3 Player and/or accessories, the inmate will submit an order to the Contractor for the purchase of the MP3 player, songs, and/or accessories. The purchase of MP3 players will be done on a **quarterly basis**. Songs may be purchased in a block of prepaid music in increments of five (5) songs with no limit on the number of songs purchased. The processing of the inmate orders shall be the responsibility of the Contractor. The method proposed by the Contractor for processing of inmate orders should be in accessible, convenient and secure format. The Department will submit a file using File Transfer Protocol (FTP) technology of inmate balances to the Contractor. The Contractor is responsible for computing the total dollar amount and returning the sales file using File Transfer Protocol (FTP) technology to the Department's Inmate Trust Fund. The Inmate Trust Fund will process valid orders and deduct the funds from the inmate's account. The Department's Inmate Trust Fund will also create a reject file of those orders that were not processed due to insufficient funds. The Department will FTP a file containing a list of processed orders and rejections for appropriate tracking information to the Contractor. At that point the order will be filled. The Inmate Trust Fund will send a check to the Contractor for the sales deducted from the inmates' accounts.

The Contractor shall be responsible for processing all refunds of unused pre-paid music. The Contractor shall submit a refund process to the Department within thirty (30) days of contract execution for review and approval by the Contract Manager. The Contractor shall post in a visible location informing inmates how refunds for unused pre-paid music will be handled.

### **3.8.3 Admissible Songs for Music Library**

The Contractor shall provide a MP3 Player Music Library that can be filtered to remove any songs that the Department deems inadmissible. The Contractor's music library shall have the capability of being filtered by album, artist, and/or song at the Department's request. Songs shall not be offered that are labeled as "explicit content". However, these songs can be made available in clean version formats. The Contractor shall ensure all songs offered for download have a Recording Industry Association of America (RIAA) rating. The Contractor shall not offer for download any songs that have not been rated by the RIAA. Additionally, the Contractor shall not offer for download any songs that have been rated by the RIAA as "Parental Advisory Explicit Content".

### **3.8.4 MP3 Player Specifications**

The Contractor shall offer for sale a MP3 player that, once activated, provides player identification information to include the inmate's DC number, the inmate's name, and a security timer. The security timer shall display the number of days remaining until the device shall be connected to the kiosk for security purposes. This timeframe shall be set for thirty (30) days or as determined by the Department. If a player goes thirty (30) days without checking in, the system shall automatically notify the facility. If the player cannot be located, it will be fraud-locked and permanently disabled. This device shall have a fraud-lock feature that allows the Department to contact the Contractor to remotely lock the MP3 player.

**3.8.4.1** The Contractor shall ensure that the MP3 players sold will not allow the following:

- a. Communication with any other computer other than the Contractor provided kiosk;
- b. Communication with any other MP3 players;
- c. Support any form of external storage; and
- d. Connection to the internet, satellite, or any other type of outside network.

**3.8.4.2** The Contractor provided MP3 player must meet the following minimum specifications:

- a. Players and all parts shall be clear/see through;
- b. Sound shall only be emitted through the headphone/ear buds;
- c. Players must include a manual on/off switch, clear ear bud stereo headphones with 3.5 mm connector, minimum memory size of 8 GB storage, and two AA-Alkaline batteries; Players shall use AA-Alkaline batteries;
- d. Player shall have a color TFT color LCD screen not smaller than 1 ½" wide by 1" high;
- e. Player and user manual shall be available in English and Spanish;
- f. Player shall have capability to provide FM radio with range of 76.0 MHz – 108.0 MHz, offer a manual/auto search tuning, provide a minimum of 5 channel presets and allow the ear bud headphones to serve as the antenna;
- g. The Contractor shall offer files available in MP3 format at a bit rate of 128 or better; and
- h. Players may have additional functionality (such as photo downloads, educational media, messaging, etc.), however these features shall not be activated unless and until directed by the Contract Manager.

**3.8.4.3** The Contractor shall provide a ninety (90) day warranty against defects for all players sold. The Contractor shall provide a backup method for purchased media files in the event of loss/destruction/theft of player to enable the inmate to "restore" his purchase on a replacement player at any time during the contract term. The music files shall be restored to the replacement player at no cost to the inmate. Repair or replacement to the defective player shall be completed within twenty-one (21) working days after receipt of the defective player by the Contractor.

### **3.8.5 Equipment and Installation Overview for MP3 Player Program**

#### **3.8.5.1 Equipment Overview**

The Contractor shall ship the required equipment to each facility approximately two weeks ahead of the scheduled installation date as documented in the Implementation Plan and Transition Schedule. The Contractor shall provide all equipment/supplies necessary to complete installation of equipment and network. The Contractor's technician shall be responsible for unpacking and installing all of the required equipment.

The Contractor shall provide a proposed method with their proposal that will allow inmates who currently have MP3 player and/or songs purchased from the current Contractor to transfer and/or obtain updated equipment and/or music compatible with the awarded

Contractor's MP3 player program. It is the Department's intention that the implementation of the new MP3 player program will have little or no financial impact on inmates currently participating in the MP3 player program.

### **3.8.5.2 Installation Overview**

The Contractor shall coordinate with Department staff at each facility to identify a mutually agreed upon location to install each kiosk. The Contractor will ensure the kiosks are provided with weather protection and designed so the screen will not be affected by the sun. The Contractor shall not utilize the Department's network and associated bandwidth to operate the MP3 player program.

### **3.8.6 General Maintenance**

The Contractor shall provide the necessary labor, parts, materials and transportation to maintain all proposed kiosks in good working order and in compliance with the equipment manufacturer's specifications throughout the life of the contract. No charge shall be made to the Department for maintenance of the kiosks or featured applications.

The Contractor shall have the capability to perform remote diagnostics to determine if a problem is associated with the kiosk unit, network, or featured application. The Contractor will maintain a daily log of kiosk problems, down times, resets, Department staff notification and time of repair.

The Contractor shall complete all software service issues within twenty-four (24) hours of the trouble reported and seventy-two (72) hours if the service issue requires repair/replacement to the hardware/kiosk. The Contractor shall submit a monthly report to the Contract Manager, or her/his designee, listing any service issues. This report shall include the date and time service issue(s) were originally reported to the Contractor by the facility, cumulative downtime as a result of the trouble, downtime reason, and date and time trouble was cleared, as well as, verification of repair/replacement of item within twenty-one (21) working days.

The Contractor shall assume all liability for any misuse, destruction, damage, or vandalism to the kiosk units.

The Contractor shall have direct oversight, be responsible for and monitor the performance of all contractor staff performing services under this contract.

## **3.9 Contractor's Requirements**

### **3.9.1 Conduct and Safety Requirements**

The Contractor shall ensure that all staff adhere to and are provided with a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the criteria for disqualification or removal.

**3.9.1.1** The Contractor's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders over another.

**3.9.1.2** The Contractor's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service

may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to offenders, their family or close associates.

**3.9.1.3** The Contractor's staff shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

**3.9.1.4** Unless approved in writing by the Contract Manager or designee, the Contractor's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.

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

**3.9.1.6** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.

**3.9.1.7** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

### **3.9.2 TB Screening/Testing**

The Contractor shall ensure that Contractor's staff that performs their duties in institutions under this Contract are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the institutional Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Contractor shall be responsible for obtaining the TB screening/testing. The Contractor shall bear all costs associated with the TB screening/testing for their staff or subcontractor staff.

### **3.9.3 Staff Levels and Qualifications**

#### **3.9.3.1 Contractor Key Staff Field Operations Positions and Responsibilities**

Each vendor shall submit a contractor staffing plan with their proposal that provides an adequate level of staff for the provision of the services contained in this RFP. The following staffing positions are:

##### **a. Field Repair/Site Technicians**

Field Repair/Site Technician positions are directly responsible for providing, at a minimum, monthly preventative maintenance on all kiosks at each institution, including assisting with installation of cable and equipment, and shall provide technical support and repairs as necessary, assist in on-site instruction and provide training for Department personnel. These individuals should possess a High School Diploma or GED and have

two (2) years' minimum experience with a kiosk based system similar to the type required in this contract.

**b. Service Representatives**

Service Representative Positions shall be directly responsible for providing, at a minimum, quarterly visits to each institution to collect and process orders for MP3 players, songs, and/or accessories. These positions shall also be directly responsible for assisting Department staff with delivery of orders to inmates and responding to inmate grievances regarding the MP3 player program. The Service Representatives should possess a High School Diploma or GED, be computer literate and have related experience in the provision of services of the type required in the contract resulting for this RFP.

**3.9.3.2 Contractor Key Staff Administrative Positions and Responsibilities**

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

- a. Chief Executive Officer (or equivalent title)** - The Chief Executive Officer is the highest-ranking officer in the Contractor's company or organization. The CEO should have a minimum of two (2) years experience as CEO in a company providing MP3 player program services or services similar to the services outlined herein.
- b. Administrative Project Manager for MP3 Player Program Services (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years experience within the last five (5) years at a management level, providing direct administrative oversight of a MP3 player program operation or services similar to the services outlined herein.

**3.9.4 Staff Background/Criminal Record Checks**

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

**3.9.4.2** The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not



offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.

- 3.9.4.3** No person who has been barred from any Department institution or other Department facility shall provide services under this Contract without approval from the Contract Manager.
- 3.9.4.4** Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Contractor. It is the responsibility of the Contractor to advise the Contract Manager or designee of any known pre-existing close personal relationships between staff and offender. Chapter 33-208.002(26) of the Florida Administrative Code shall apply at the program, which stipulates that marriage between employee and offender is prohibited.
- 3.9.4.5** The Contractor shall not employ or enter into any subcontract with any individual who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services or provide supervision of any other offenders at any program site under this Contract. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections offenders participating at contracted sites.
- 3.9.4.6** The Contractor shall disclose any business or personal relationship a Contractor's staff person or potential hire may have with anyone presently incarcerated or under the supervision of the Florida Department of Corrections.
- 3.9.4.7** The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- 3.9.4.8** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall require that all proposed employees provide to them the details of any criminal background information. The Contractor shall make full written report to the Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the Contractor or Contractor's staff has knowledge of any violation of the laws, Chapters, directives or procedures of the Department.

### **3.9.5 Utilization of E-Verify**

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

### **3.10 General Reporting Requirements**

#### **3.10.1 Ad Hoc Reports**

The Department reserves the right to require ad hoc reports, other information pertaining to Contract compliance or other reports or information that may be required to respond to grievances, inquiries, complaints and other questions raised by inmates or other parties. The Contractor shall submit the report or information in not less than seventy-two (72) hours after receipt of the request. When time is of the essence, the Contractor will make every effort to answer the request as soon as possible so that the Department can respond to the authority or party making the request.

#### **3.10.2 MP3 Player Program Equipment Service Report**

The Contractor shall submit a monthly report to the Contract Manager, or her/his designee, listing any service issues in accordance with section 3.7.5.3. This report shall be submitted no later than the fifteenth (15<sup>th</sup>) calendar day of each month for the previous month.

#### **3.10.3 Commission Sales Report**

The Contractor shall provide a quarterly sales report, in an excel format, to the Department's Contract Manager no later than the fifteenth 15<sup>th</sup> calendar day of the month following the ordering period. This report shall include:

- 3.10.3.1** Inmate DC#
- 3.10.3.2** Inmate Last Name
- 3.10.3.3** Inmate First Name
- 3.10.3.4** Middle Initial
- 3.10.3.5** Facility Location
- 3.10.3.6** Order #
- 3.10.3.7** Type of Product Ordered (i.e. songs, player, accessories)
- 3.10.3.8** Date order was placed
- 3.10.3.9** Date order was shipped
- 3.10.3.10** Date order was delivered
- 3.10.3.11** Order Amount
- 3.10.3.12** Refund Amount
- 3.10.3.13** Sales Tax
- 3.10.3.14** Shipping and Handling Fee
- 3.10.3.15** Total Commission Due

### **3.11 Performance Measures**

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under any Contract resulting from this RFP. Therefore, the Department has developed the following Performance Measures Categories which will be used to measure Contractor's performance and delivery of services.

#### **3.11.1 Performance Outcomes and Standards**

##### **3.11.1.1 Performance Measure #1 - Commission Payment**

Outcome: All Electronic Funds Transfer (EFT) quarterly commission payments due to the Department shall be timely received (within fifteen (15) calendar days after the final day of the previous quarter).

Measure: The number of days from the last day of the quarter being reported to the date payment is received by the Department.

Standard: One hundred percent (100%) of payments shall be timely received. This performance outcome shall be measured on a quarterly basis.

### **3.11.1.2 Performance Measure #2 - MP3 Player Program Maintenance**

Outcome: All maintenance to the kiosk will be resolved within twenty-four (24) hours of reporting for software issues and within seventy-two (72) hours for hardware issues.

Measure: The rate of compliance shall be measured by the number of hours from the time the trouble is reported to the time the trouble was resolved.

Standard: 95% of all trouble reported shall be resolved timely. This performance outcome shall be measured on a monthly basis.

### **3.11.2 Other Contract Requirements**

**Measure:** The Department will monitor the Contractor's performance to ensure maximum compliance with other contract requirements including, but not limited to the following.

- 3.11.2.1** All Corrective Action Plans shall be timely submitted (when applicable); and
- 3.11.2.2** Terms and Conditions of the Contract not involving delivery of services listed above.

**Standard:** The Contractor shall achieve 100% compliance after the time frames allowed for corrective action on identified deficiencies. Performance shall be measured on a monthly basis beginning the second month after services have been implemented except if earlier action is determined necessary by the Contract Manager.

By execution of any Contract resulting from this RFP, the Contractor hereby acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above. Any failure by the Contractor to achieve the Performance Measure Categories identified above may result in the assessment of Liquidated Damages as provided in Section 3.13 of this RFP. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by any Contract resulting from this RFP.

### **3.12 Monitoring Methodologies**

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

- a.** Site visits (announced and/or unannounced);
- b.** Review of grievances filed by offender/residents regarding Contractor's service delivery; and
- c.** Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

A Contract Monitoring tool will be developed by the Department's Bureau of Contract Management and Monitoring in accordance with the requirements in the contract resulting from this RFP. The monitoring tool will be utilized in review of Contractor's performance.

To further assist in the contract monitoring process, the Department has established a Contractor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Contractor's Self-Certification of Compliance form will be retained in the Contract Manager's file and the official Contract file. The Contractor shall complete the Contractor's Self-Certification of Compliance form within thirty (30) days of execution of the Contract resulting from this RFP and forward the original to the Contract Manager. All documents referenced in the Contractor's Self-Certification of Compliance form shall be maintained by the Contractor and copies shall be provided to the Department upon request, within three (3) business days.

### **3.12.1 Monitoring Performance Outcomes and Standards and Other Contract Requirements**

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Outcome, Measure Standard and other contract requirements identified in Section 3.11.

If the Department determines that the Contractor has failed a Performance Outcome and Standard or other contract requirement, the Contractor will be sent a formal contract communication in accordance with Section 3.3. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards within thirty (30) days of notice.

### **3.13 Liquidated Damages**

By executing a Contract that results from this RFP, the Contractor expressly agrees to the imposition of liquidated damages.

#### **3.13.1 Liquidated Damages for Failure to meet Performance Outcome and Measure #1**

##### **3.13.1.1 Commission Payment:**

For failure to comply with the Performance Outcome and Standard identified in Section 3.11.1.1, the Department will impose liquidated damages of one thousand dollars (\$1,000.00) per day for each day past the fifteenth (15<sup>th</sup>) calendar day that the EFT has not been received. This shall be assessed on a quarterly basis.

#### **3.13.2 Liquidated Damages for Failure to meet Performance Outcome and Measure #2**

##### **3.13.2.1 MP3 Player Program Maintenance:**

For failure to comply with the Performance Outcome and Standard identified in Section 3.11.1.2., the Department will impose liquidated damages of two-hundred and fifty dollars (\$250.00) for each hour over the allowable resolution time.

#### **3.13.3 Liquidated Damages for Other Contract Requirements**

For failure to meet other contract requirements, set forth in subsection 3.11.2, liquidated damages will be imposed as follows:

##### **3.13.3.1 Failure to Timely Submit Corrective Action Plan (CAP) (addressing Other Contract Requirements)**

In the event that the Contractor receives a Monitoring Report requiring a Corrective Action Plan (CAP) to be submitted and fails to submit a CAP responding to each specified written deficiency within the time frames specified, liquidated damages in the

amount of one thousand dollars (\$1,000.00) per CAP not timely submitted will be imposed.

**3.13.3.2 Failure to Timely Correct Identified Contract Deficiencies**

In the event the Contractor fails to correct deficiencies noted in the Department's monitoring report within the time frames indicated in the CAP, liquidated damages in the amount of one thousand dollars (\$1000.00) per day per institutional site where deficiencies have not been corrected shall be imposed until such time as all noted deficiencies are corrected.

The Department has the discretion to extend any timeframe indicated in Contractor's CAP.

**3.14 Deliverables**

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

- 3.14.1** Timely submission of commission payments.
- 3.14.2** MP3 Player Program services as described in this RFP.
- 3.14.3** Compliance with Other Contract Requirements.

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## **SECTION 4 – PROCUREMENT RULES AND INFORMATION**

### **4.1 Procurement Manager**

Questions related to the procurement should be addressed to:

Cassandra E. Williams, Procurement Manager  
Florida Department of Corrections  
Bureau of Procurement and Supply  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500  
Fax: (850) 488-7189  
E-mail: [williams.cassandra2@mail.dc.state.fl.us](mailto:williams.cassandra2@mail.dc.state.fl.us)

**Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the Notice of Agency Decision, excluding Saturdays, Sundays, and state holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Manager or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a Proposal.**

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

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

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

### **4.2 Procurement Rules**

#### **4.2.1 Submission of Proposals**

Each proposal response shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal must be on completeness and clarity of content. In order to expedite the review of proposals, it is essential that Proposers follow the format and instructions contained in Section 5, Proposal Submission Requirements.

Proposals are due at the time and date specified in the Timeline at the Department of Corrections, and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Proposal responses received late (after Proposal opening date and time) will not be considered and no modification by the Proposer of submitted proposals will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal response not properly sealed, addressed or identified.

#### **4.2.2 Proposal Opening**

Proposals are due and will be publicly opened at the time and date specified in the Timeline. The public opening will take place at the Department of Corrections, Bureau of Procurement and Supply, 501 South Calhoun Street, Tallahassee, Florida 32399-2500. The name of all Proposers submitting proposals will be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

#### **4.2.3 Costs of Preparing Proposals**

The Department is not liable for any costs incurred by a Proposer in preparing and responding to this RFP, including oral presentations, if applicable.

#### **4.2.4 Disposal of Proposals**

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right. Should the Department reject all proposals and issue a re-proposal, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.071(1)(b)3, Florida Statutes.

#### **4.2.5 Proposal Rules for Withdrawal**

A submitted proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Proposer, within seventy-two (72) hours after the proposal submission date indicated in the Timeline. Any submitted proposal shall remain a valid proposal for three hundred and sixty five (365) days after the proposal submission date.

#### **4.2.6 Rejection of Proposals**

The Department shall also reject any or all proposals containing material deviations. In determining whether a proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.

#### **4.2.7 Proposer's Conference/Site Visits**

##### **4.2.7.1 Proposers' Conference (Non-Mandatory)**

There will be a proposers' conference at the Department of Corrections, **Jefferson Correctional Institution (Administration Building) 1050 Big Joe Road, Monticello, Florida 32344-0430** on the date and at the time specified in the Timeline of this RFP. The purpose of the conference is to discuss the contents of this RFP and Proposers' verbal questions and recommended changes. **Attendance at the proposers' conference is not mandatory, but is highly recommended. Proposers may choose to call-in for the conference instead of physically attending the conference.** Proposers may participate on the conference by dialing **888-670-3525** (teleconference number) and entering **1603048419** (participant's code) when prompted.

The Department will accept verbal questions during the conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions subsequently submitted in writing in accordance with **Section 4.2.8**. This written response will be provided to all prospective Proposers/Contractors via posting on the VBS as an addendum to the RFP and shall be

considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

#### 4.2.7.2 Site Visit (Non-Mandatory)

All interested Proposers may attend a non-mandatory site visit to become familiar with the facility and correctional units, and any conditions that relate to the service to be provided. The Department has set a specific date for the site visit according to the Timeline of this RFP. The site visit will be located at **Jefferson Correctional Institution (Administration Building) 1050 Big Joe Road, Monticello, Florida 32344-0430**. The Department will not allow visits for individual Proposers at any other time. **For a background check, interested parties must send an email to [OCMM-Calendar@mail.dc.state.fl.us](mailto:OCMM-Calendar@mail.dc.state.fl.us) at least two (2) business days prior to the date of the site visit** and furnish the following information for all attendees: **Site(s) attending, attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number.**

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom information was provided and must be approved by the Department prior to the site visit. For security reasons, admittance of any Proposer not previously approved is at the sole discretion of the Warden. Proposers who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with **Section 4.2.8**. This written response will be provided to all prospective Proposers via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answer or position to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

#### 4.2.8 Proposal Inquiries

**4.2.8.1** Any inquiries from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Timeline. **E-mail inquiries are preferred.** It is the responsibility of the Proposer to confirm receipt of inquiries.

**4.2.8.2** Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Proposers may request, in writing, to the Department that the requirements be changed. The Proposer who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquiries in the Timeline. A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of Department's requirements. The Department shall determine what changes to this RFP would be acceptable to the Department. If required, the Department will issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.



#### **4.2.9 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, it will be posted on the Florida Vendor Proposal System at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). **Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.**

#### **4.2.10 Price/Cost Discussions**

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

#### **4.2.11 Verbal Instructions**

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

#### **4.2.12 No Prior Involvement and Conflicts of Interest**

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

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

#### **4.2.13 State Licensing Requirements**

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

#### **4.2.14 MyFloridaMarketPlace Vendor Registration**

All vendors doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register on the MyFloridaMarketPlace system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

[http://dms.myflorida.com/business\\_operations/state\\_purchasing/myflorida\\_marketplace/vendors](http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors).

Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

#### **4.2.15 Unauthorized Employment of Alien Workers**

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

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

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer 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, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Proposer 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 Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposer's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Proposer fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Proposer 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.

#### **4.2.17 Disclosure of Proposal 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 Proposer or its agents. All replies shall become the property of the Department and shall not be returned to the Proposer. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a proposal shall not affect this right.

#### **4.2.18 Scrutinized Companies List**

Pursuant to Section 287.135, F.S., an entity or affiliate who has been placed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List is ineligible for and may not proposal on, submit a Proposal for, or enter into or renew a contract with an agency or local governmental entity for goods or services of \$1 million or more.

In executing a contract resulting from this RFP and any subsequent renewals, the Contractor certifies that it is 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 Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

#### **4.3 Posting of Notice of Agency Decision**

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all proposals or proposals, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline (2.7) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Proposal System at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

#### **4.4 Filing of Notices of Intent to Protest or Formal Protests**

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, a Notice of Protest or Formal Written Protest shall be filed with the Clerk of the Agency, located at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, (telephone 850-717-3605). Protest related documents may be hand-delivered to the Clerk of the Agency by entering the Calhoun Street entrance and asking the person at the Security Desk to call the agency clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received at the Carlton building address. To the extent anything in this section conflicts with PUR 1001, this section controls. 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. Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond written by a Surety Company licensed to do business in the State of Florida payable to the Department of Corrections in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-717-3605, facsimile number 850-922-4355). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

#### **4.5 Field Testing of MP3 player, kiosk, music library and private delivery system prior to Final Contract Execution**

The Department routinely requests field testing where equipment is included as part of service delivery. The purposes of these field tests is to demonstrate to the satisfaction of the Department that all proposed equipment will perform in a completely acceptable manner, as determined by the Department. Field testing will be conducted prior to contract execution and implementation of services. The Department will field test only equipment for the responsive, responsible Proposer offering the highest commission rate response.

Failure to perform during field testing in a manner satisfactory to the Department shall be reason for delay of contract execution. In the event of unsatisfactory performance, the Department shall address specific deficiencies in a written report of field testing results and allow the Proposer three (3) days to correct deficiencies. Failure to correct deficiencies after three (3) days of receipt of the report of field test results may

result in rejection of the intended award and the Department may move to contract with the responsive and responsible Proposer providing the next (second) highest commission rate response.

The Department has established in this RFP, minimum requirements for the Contractor's proposed MP3 player, kiosk, music library and private delivery system that should function appropriately for service delivery. The Contractor will select its own technology equipment to operate within these requirements; therefore, the Department has not identified detailed equipment specifications.

The Department recognizes that total system functionality cannot be assessed and assured until implementation of services. However, to ensure that at a minimum, Contractor's proposed MP3 player, kiosk, music library and private delivery system meets the functionality, security and all other requirements of this RFP, the Contractor shall install their proposed kiosk and private delivery system at Jefferson CI and provide the Department with a sample of their proposed MP3 player for testing purposes. As part of this field test, the contractor shall allow the Department to download up to 50 songs, selected by the Department, from the contractor's proposed music library.

The Department will provide its test results within three (3) days of completion of field testing to the selected Contractor. Approval of the Final Implementation Plan and Transition Date Schedule will not take place until the Department is assured that Contractor's proposed MP3 player, kiosk, music library and private delivery system will function appropriately.

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## **SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS**

The Proposer shall supply one (1) signed original, and five (5) copies of the Project Proposal, and should submit one (1) electronic copy, in pdf format on a CD. If Proposer submits a redacted copy of the Proposal as outlined in **Section 4.2.16**, then the Proposer shall also submit one (1) electronic copy of their redacted Proposal in pdf format, on CD. The submitted CDs shall not be “password protected”. The Proposal shall be submitted in sealed envelopes or boxes and clearly marked “**DC-RFP-13-024 Statewide MP3 Player Program**”, (and also “Redacted” for the redacted copies), and should also be marked with the opening date and time.

The Proposer shall supply **one (1) original signed and one (1) copy** of the Price Proposal clearly marked “**DC-RFP-13-024 Price Proposal for Statewide MP3 Player Program.**” **The Price Proposal must be completed utilizing the Price Information Sheet(s) (Attachment 5), which is provided at the end of this RFP document.** The Price Information Sheet must be filled out completely and in accordance with instructions set forth in Section 5.8, of this RFP.

**The Project Proposal and Price Proposal may be submitted within the same box or container AS LONG AS they are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal may result in rejection of the entire proposal submission.**

### **Project Proposal Format and Contents**

This section prescribes the format in which the Project Proposals are to be submitted. There is no intent to limit the content of the proposal. Additional information deemed appropriate by the Proposer may be included, but **must** be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.** The following paragraphs contain instructions that describe the required format for proposals.

Project Proposals shall be limited to a page size of eight and one-half by eleven inches (8.5” x 11”). Fold out pages may be used, where appropriate, but should not exceed five percent (5%) of the total number of pages of the entire proposal. All pages shall be sequentially numbered. It is recognized that existing financial reports, documents, or brochures, may not comply with the just-prescribed format. They will be acceptable in current form and need not be reformatted.

**All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.**

#### **5.1 Tab 1 Mandatory Responsiveness Requirements**

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a bid.** Note: Copies of rejected bids will be retained in the RFP file.

**5.1.1** It is **mandatory** that the Project Proposal and the Price Proposal are received by the Department by the date and time specified in the Timeline. **The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including all copies) is in a separately sealed package/envelope. As previously indicated, no cost information may be reflected in the Project Proposal;** and.

**5.1.2** It is **mandatory** that the Proposer sign, have certified by a notary public and return, under **Tab 1**, the “Certification Attestation Page For Mandatory Statements” (**ATTACHMENT 1**).

## 5.2 **Tab 2 Transmittal Letter with Executive Summary**

The bid shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Services, of the RFP. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP. The Transmittal Letter with Executive Summary should be signed by a representative of the Proposer authorized to bind the corporate entity submitting the bid and should be inserted under **Tab 2** of the Bid. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- 5.2.1** Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- 5.2.2** Information indicating whether the Proposer intends to utilize subcontractors and if so, the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized should be submitted with the proposal document. Use of subcontractors must be in accordance with Section 7.22. The Proposer shall also provide a statement from any proposed subcontractor acknowledging acceptance of and intent to be bound by the contract terms to be included in the Department's contract should the Proposer be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- 5.2.3** The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.4** A statement identifying and explaining any deviations the bid makes from the detailed specifications and requirements of this RFP or a statement that no deviations exist in the bid. The State of Florida reserves the right to reject any bids containing material deviations.
- 5.2.5** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that affect, as applicable, shall be provided.
- 5.2.6** A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- 5.2.7** The Proposer's email address or a statement certifying that an email address will be available for the Contractor's Representative by the start date of any Contract resulting from this RFP.
- 5.2.8** The Proposer shall provide an Estimated Implementation Plan and Transition Date Schedule detailing the Contractor's plan and date of phase-in of service for each of the Department's institutional sites identified on Exhibit B.

The Department has chosen Jefferson Correctional Institution, Jefferson County, Florida, ("Jefferson C.I.") as the first site at which MP3 player program services should be implemented. This site has also been identified as the field testing site in accordance with section 4.5.

The Estimated Implementation Plan is for informational purposes only. A Final Implementation Plan and Transition Date Schedule that meets the objectives for service implementation, as outlined in Section 3.5 shall be agreed upon by the successful Proposer, the current MP3 player program operator, and the Department, with copies provided by the Department to all parties.

**5.2.9** The Proposer shall provide for both the Contractor and Contractor’s personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years. Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Proposer should identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

### **5.3 Tab 3 Business/Corporate Qualifications**

This RFP involves revenue generating services. Even though the Department is not paying the Contractor for service delivery, the Contractor must still be responsible as defined in this RFP, i.e. has the capability, in all respects, of performing the contract in accordance with the Scope of Services. The purpose of this section is to provide the Department with a basis for determining the Proposers/organization’s competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the bid under this RFP that will be performing as “the Contractor” and insert it under **Tab 3**:

#### **5.3.1 Business/Corporate Background**

The background information of the Proposer indicated, which, at a minimum, shall include:

- 5.3.1.1** date established;
- 5.3.1.2** primary type of business and number of years conducting primary business;
- 5.3.1.3** ownership (public company, partnership, subsidiary, etc.);
- 5.3.1.4** list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable; and
- 5.3.1.5** national accreditations, memberships in professional associations or other similar credentials.

#### **5.3.2 Narrative of Past Experience**

As indicated in Business/Corporate Experience, it is a mandatory responsiveness requirement that the Proposer has five (5) years of business/corporate experience within the last seven (7) years in the provision of large-scale MP3 player program services in multiple sites with two (2) years of this experience being in a correctional or other security/law enforcement setting. Details of the Proposer’s experience that meet this requirement should be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.2.1** relevant experience providing –MP3 player program or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services;
- 5.3.2.2** proof of issuance of any current required license, permit, or registration for the bidding entity;
- 5.3.2.3** description of population to whom services have been provided, including number of service recipients and demographics;

- 5.3.2.4 availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;
- 5.3.2.5 a list of at least 10 – 15 contracts related to the scope of services should be listed. The list should include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract;
- 5.3.2.6 a list of contracts the Proposer has provided services under that were **terminated or cancelled** prior to original expiration date by any party or for which Proposer requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the Proposer should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;
- 5.3.2.7 summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the Proposer, Proposer’s corporate staff, or any entity affiliated with the Proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Proposer should identify the amount of any payments or fines imposed in regard to any of the foregoing).

NOTE: The Department reserves the right to use all information provided in determining responsibility of vendor, as well as any other information the Department may obtain that bears on the issue of responsibility.

### 5.3.3 Business/Corporate References

The Proposer shall furnish a minimum of two (2) and a maximum of four (4) business/corporate references with their bid, utilizing the form provided as **ATTACHMENT 2**, Business/Corporation Reference, of this RFP to support the requirements of Business/Corporate Experience. In order to qualify as current experience, services described by corporate references should be ongoing or should have been completed within the thirty-six (36) months preceding the issue date of this RFP.

The Procurement Manager may use **ATTACHMENT 3**, Business/Corporate Reference Check to verify that the Bidder meets the requirements of **Section 5.3.3**.

The Department reserves the right to contact the provided references as well as reference sources not listed in the bid.

## 5.4 Tab 4 Project Staff

The purpose of this section is to provide the Department with a basis for determining the Proposer’s understanding of the qualifications of corporate personnel required for administrative oversight and/or management of a project of this size and scope. The Proposer shall supply the information requested in this section and insert it under **Tab 4** of the Bid.

### 5.4.1 Business/Corporate Key Project Personnel Staff Requirements

The Proposer shall provide the following information and/or documentation regarding the specific staff outlined below, who will be directly responsible for administration or administrative oversight of the Contract for provisions of services requested under this RFP.



In the event the successful Proposer desires to substitute any key personnel submitted with their bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

#### **5.4.1.1 Resumes**

Current resumes must be provided for the individuals who are or will be occupying the following business/corporate positions identified by the Proposer. The resumes should include employment history for all relevant and related experience and all education and degrees (including specific dates, names of employers, and educational institutions). Licenses and credentials should be provided with resumes, as applicable, and experience and training must be indicated and must support that the respective individual meets the applicable specifications listed below:

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

**5.4.1.1.2 Administrative Project Manager for MP3 Player Program Operations Services (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years experience within the last five (5) years at a management level, providing direct administrative oversight of a MP3 Player Program service operation.

#### **5.4.1.2 References**

The Proposer shall provide, for the individuals identified for the above positions, a minimum of two (2) and a maximum of four (4) references utilizing the form provided as **ATTACHMENT 3**, Personal Reference, of this RFP. Reference(s) should be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) **should demonstrate, at a minimum, the required timeframe of work experience** and should include statements supporting the ability of the individual to perform the duties required in the Contract resulting from this RFP. Department reserves the right to contact references not listed in the proposal. References will not be accepted from the following:

- a. current employees of the Department;
- b. former employees of the Department within the past three (3) years;
- c. persons currently or formerly supervised by the person for whom the reference is being given;
- d. coworkers or board members of the person's organization; or
- e. relatives.

### **5.5 Tab 5 Proposer's Financial Documentation**

The Proposer shall provide financial documentation that is sufficient to demonstrate its financial viability to perform the Contract resulting from this RFP. Three of the following five minimum acceptable standards shall be met, one of which must be either item d, or item e, below. The Proposer shall insert the required information under **Tab 5** of the Bid.

- a. Current ratio:  $\geq .7:1$  or (0.7)  
Computation: Total current assets  $\div$  total current liabilities

- b. Debt to total net worth:  $\leq 6:1$   
Computation: Total liabilities  $\div$  total net worth
- c. Dunn & Bradstreet Supplier Evaluation Risk Rating (SER):  $\leq 4$  (on a scale of 1-9). If the Proposer, in its own assessment of these financial viability requirements, needs this element to meet 3 of the 5 standards, the Proposer must request a Supplier Evaluation Risk Rating (SER) from Dunn & Bradstreet (D&B) and provide a copy of the SER to the Department with the original bid package. Otherwise, it is not required to submit the SER, unless the Proposer is uncertain of the Department's evaluation of all of these requirements. To obtain a SER Rating, contact the D&B Customer Resource Center at (800) 333-0505.
- d. Minimum annual sales or revenue:  $\geq$  \$50.0 million
- e. Minimum total equity:  $\geq$  \$5.0 million

**NOTE:** The Department acknowledges that privately held corporations and other business entities are not required by law to have audited financial statements. In the event the Proposer is a privately held corporation or other business entity whose financial statements ARE audited, such audited statements shall be provided. If the privately held corporation or other business entity does not have audited financial statements, then financial statements that are reviewed in accordance with Statements on Standards for Accounting and Review Services issued by the American Institute of Certified Public Accountants shall be provided.

The Department also acknowledges that a Proposer may be a wholly-owned subsidiary of another corporation or exist in other business relationships where financial data is consolidated. Financial documentation is requested to assist the Department in determining whether the Proposer has the financial capability of performing the contract to be issued pursuant to this RFP. The Proposer **MUST** provide financial documentation sufficient to demonstrate such capability including, wherever possible, financial information specific to the Proposer itself. All documentation provided will be reviewed by an independent CPA and should, therefore, be of the type and detail regularly relied upon by the certified public accounting industry in making a determination or statement of financial capability.

To determine the above ratios and other financial requirements, the most recent available and applicable financial statements for the Proposer **shall be** provided. All financial statements must be presented in accordance with accounting principles generally accepted in the United States of America. This documentation **shall include:**

**5.5.1** The most recently issued audited financial statements (or if unaudited, reviewed in accordance with Statements on Standards for Accounting and Review Services, issued by the American Institute of Certified Public Accountants). All financial statements shall include the following for the most recent, audited or reviewed financial statements for the Proposer's fiscal year or calendar year, ended no earlier than 2012.

- a. Independent Accountants' report on the financial statements;
- b. Balance Sheet;
- c. Statement of Income (and Comprehensive Income, if applicable);
- d. Statement of Changes in Equity;
- e. Statement of Cash Flows;
- f. Notes to Financial Statements;
- g. A copy of the Dunn & Bradstreet Supplier Evaluation Risk Rating dated on or after October 1, 2013 (if necessary).

**5.5.2** Failure to provide any of the aforementioned financial information may result in the Proposer's disqualification.

**5.6 Tab 6 Addendum Acknowledgment Form**

The Proposer should complete and insert each Addendum Acknowledgment Form received, if applicable, and insert it under **Tab 6** of the Bid.

**5.7 Tab 7 Minority/Service Disabled Veteran Business Enterprise Certification**

If applicable, the Proposer should provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 7** of the Bid.

**5.8 Tab 8 Price Information Sheet**

**5.8.1 Price Sheet Submission Requirements**

Each Proposer shall submit one (1) original and one (1) copy separately bound, signed and sealed price proposal for services described within this RFP. Each Proposer shall complete and submit the Price Information Sheet utilizing the form provided as **ATTACHMENT 5** of this RFP.

Price Proposals should be submitted with the most favorable terms the Proposer can offer. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

The Price Information Sheet shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices bid.

All calculations will be verified for accuracy by Bureau of Procurement and Supply staff assigned by the Department. In the event award is based on a grand total calculation and a mathematical error is identified, Unit Prices submitted by the Proposer will prevail. Price Proposal points will be awarded based on certified Department-corrected price tables, if applicable. Department-corrected price tables will be made available upon written request.

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**SECTION 6 – REVIEW AND EVALUATION PROCESS**

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Timeline. The review and evaluation will be conducted in accordance with the process set forth in Section 6.1, Review and Evaluation Process.

Selection of a successful Proposer(s) will be based on the highest ranking responsive proposal(s) that is determined to be in the best interest of the Department, taking into consideration the criteria set forth in the RFP.

The Department reserves the right to make an award(s) with or without further negotiations with the highest-ranking Proposer.

**Issuance of this RFP in no way constitutes a commitment by the Department to award a contract.**

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into seven separate phases. These phases are:

- Phase 1:** Public Opening and Review of Mandatory Responsiveness Requirements/Fatal Criteria (**Tab 1**)
- Phase 2:** Evaluation of Project Proposals (**Tabs 3, 4 and 5**)
- Phase 3:** Review of Executive Summary and other Proposal Submissions (**Tabs 2,6, and 7**)
- Phase 4:** Public Opening of Price Proposals
- Phase 5:** Review of Price Proposals
- Phase 6:** Ranking of Proposals
- Phase 7:** Notice of Agency Decision

**Phases 1, 3, 4, 5, 6 and 7 will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).**

**Phase 2 will be performed by the Proposal Evaluation Team.** An Evaluation Team will be established to assist the Department in the evaluation of the proposal(s). Any proposal failing to meet mandatory responsiveness requirements/fatal criteria will **not** be evaluated. The team will evaluate the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative of all proposals that meet mandatory responsiveness requirements/fatal criteria. The Proposal Evaluation Team will score the Business/Corporate Experience and Qualifications, Project Staff, and Technical Proposal/Service Delivery Narrative according to established criteria.

**Proposal Review and Evaluation Points**

The following shows the maximum number of points that may be awarded for each part of the submitted Project Proposal and Price Proposal:

Mandatory Responsiveness Requirements	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 – Business/Corporate Experience ( <b>Tab 3</b> )	50 points
Category 2 – Project Staff ( <b>Tab 4</b> )	200 points
Category 3 – Technical Proposal/Service Delivery Narrative ( <b>Tab 5</b> )	400 points
Category 4 - Price Proposal	350 points
<b>TOTAL POSSIBLE POINTS</b>	<b>1000 points</b>

## 6.1 Review and Evaluation Process

### 6.1.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements (Tab 1)

Proposals will be publicly opened at the date and time specified in Subsection 2.6, of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements/fatal criteria listed in Section 5.1 of the RFP. This will be a **yes/no** review, conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.**

No points will be awarded for passing the mandatory responsiveness requirements.

### 6.1.2 Phase 2 – Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 5)

Only those proposals, which have met the mandatory responsiveness requirements of the RFP, will be considered responsive and will be delivered to the Evaluation Team to be evaluated. **All evaluation criteria to be utilized in evaluation of each category of the Business/Corporate Experience and Qualifications (Tab 3), Project Staff (Tab 4), and Technical Proposal/Service Delivery Narrative (Tab 5) are listed in Attachment 5.**

#### 6.1.2.1 Category 1 – Proposer’s Business/Corporate Experience and Qualifications

“Proposer’s Business/Corporate Experience and Qualifications” will be evaluated by the Evaluation Team based on the information supplied by the Proposer as required in Section 5.3 and Tab 3, Business Corporate References.

A maximum of fifty (50) points will be awarded for the Business/Corporate Experience and Qualifications section.

#### 6.1.2.2 Category 2 – Project Staff

The **Proposer’s Project Staff** will be evaluated based on the information supplied by the Proposer in response to Sections 5.4 and Tab 4, Proposed Project Staff. The factors to be considered in evaluating Project Staff are listed in **Attachment 5**.

A maximum of two hundred (200) points will be awarded for the Proposed Project Staff section.

#### 6.1.2.3 Category 3 – Technical Proposal/Service Delivery Narrative

The **Proposer’s Technical Proposal/Service Delivery Narrative** will be evaluated based on the information supplied by the Proposer in response to Sections 5.5 and Tab 5, Technical Proposal/Service Delivery Narrative. The factors to be considered in evaluating Technical Proposal/Service Delivery Narrative are listed in **Attachment 5**.

A maximum of four hundred (400) points will be awarded for the Technical Proposal/Service Delivery Narrative section.

### **6.1.3 Phase 3 – Review Transmittal Letter with Executive Summary (Tab 2), and Other Submission Requirements (Tabs 6)**

The Bureau of Procurement and Supply staff will review business/corporate references as provided by the Proposer in Section 5.3., and may contact references for additional information/verification of business experience. In addition, staff will review other proposal submission requirements as determined necessary. The Department is not limited to verifying references submitted solely by the Proposer and may utilize other sources.

### **6.1.4 Phase 4 – Public Opening of Price Proposals**

The Price Proposal will be publicly opened at the date and time specified in Section 2.6, Calendar of Events, on all proposals qualified for evaluation.

### **6.1.5 Phase 5 – Review of Price Proposals (Category 4)**

On the date specified in the calendar of events, the Price Proposals will be reviewed by BPS staff to determine price points. These price proposals will be examined to determine if they are consistent with the Project Proposals and that all calculations are accurate. In the event a mathematical error is identified, **Unit prices submitted by the Proposer will prevail.**

A maximum of three hundred and fifty (350) points will be awarded for Price Proposal.

### **6.1.6 Phase 6 – Ranking of Proposals**

The points awarded for all categories under the Business/Corporate Experience and Qualifications, Proposed Project Staff, Technical Proposal/Service Delivery Narrative, and Price Proposals will be totaled to determine the final score of all proposals. A final ranking of proposals will then be determined.

Contract award will be made to the proposal with the highest score.

### **6.1.7 Phase 7 – Notice of Agency Decision**

The Department will post a notice of Agency Decision as described in Section 4.4 of the RFP.

## **6.2 Incomplete Pricing Sheet**

Any Price Information Sheet that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications, or counter offers will be accepted. The Department reserves the right to reject any and all proposals.

## **6.3 Identical Tie Proposals**

When evaluating bids/proposals/responses to solicitations, if the department receives identical pricing or scoring from multiple vendors, the Department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C., and Chapter 295.187, F.S.

## **SECTION 7 – CONTRACT TERMS AND CONDITIONS**

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a bid response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

### **7.1 Contract Document**

When a Contract is established between the Department and the Contractor for specific services, this RFP, the Proposer's bid and all terms negotiated shall be incorporated into and thereby become a part of that Contract. If there is a conflict in language, the Department's Contract will govern.

### **7.2 Termination**

#### **7.2.1 Termination at Will**

The Contract resulting from this RFP may be terminated by the Department upon no less than ninety (90) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

#### **7.2.2 Termination Because of Lack of Funds**

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

#### **7.2.3 Termination for Cause**

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

#### **7.2.4 Termination for Unauthorized Employment**

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

#### **7.2.5 Effect of Termination**

At the end of the term of the contract resulting from this RFP, the Contractor shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

### **7.3 Payments and Invoices**

#### **7.3.1 Commission Payments to the Department**

Regardless of the amount of gross sales, the Contractor will compensate the Department at the Commission Rate percentage bid and awarded based on gross sales during the ordering period, less applicable sales tax, shipping/handling fees and refunds. Payment shall be made within fifteen (15) calendar days after the final day of the ordering period.

Payment shall be submitted with the Commission Report as described in **Section 3.10.3**.

### **7.3.2 MyFloridaMarketPlace Transaction Fee**

Payments to be made under this contract are not subject to the MyFloridaMarketPlace Transaction Fee pursuant to Rule 60A-1.032, Florida Administrative Code (F.A.C). A Form PUR 3777, Notice of Transaction Fee Exemption, has been filed by the Department.

### **7.3.3 Contractor Payment Submission**

Contractor agrees to submit payment on a quarterly basis. Payment shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account within fifteen (15) calendar days after the final day of the ordering period.

The name and address of the official payee to whom payment shall be made is as follows:

Department of Corrections  
Bureau of Finance and Accounting  
Post Office Box # 13600  
Centerville Station  
Tallahassee, FL 32317-3600

### **7.3.4 Electronic Transfer of Funds**

Contractors are encouraged to accept payments for work performed under this contract by receiving Direct Deposit. To enroll in the State of Florida's Direct Deposit System the Contractor must complete a direct deposit form by contacting the Florida Department of Financial Services, Bureau of Accounting, Direct Deposit Section at [http://www.myfloridacfo.com/aadir/direct\\_deposit\\_web/index.htm](http://www.myfloridacfo.com/aadir/direct_deposit_web/index.htm) or by phone at (850) 413-5517.

### **7.3.5 Vendor Substitute W-9**

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com>. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf>. Frequently asked questions/answers related to this requirement can be found at the following website: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

### **7.3.6 Travel Expenses**

The Department shall not be responsible for the payment of any travel expense for the Contractor which occurs as a result of the Contract resulting from this RFP.

### **7.3.7 Contractor's Expenses**

The Contractor shall pay for all licenses, permits, and inspection fees or similar charges required for this Contract, and shall comply with all laws, ordinances, regulations, and any other requirements applicable to the work to be performed under the Contract resulting from this RFP.



## **7.4 Contract Modifications**

Modifications to the provisions of the Contract resulting from this RFP, with the exception of Section 7.5 Contract Management, shall be valid only through execution of a formal Contract amendment, signed by both parties unless otherwise authorized by this RFP.

### **7.4.1 Department Required Scope Changes**

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor shall be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department will endeavor to provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of services that affect the Contractor's ability to provide the services as specified herein.

### **7.4.2 Other Requested Changes**

In addition to changes pursuant to Section 7.4.1, state or federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Director of Division of Budget and Financial Management shall determine, based upon the changes made to the scope of services, what the resultant change in compensation should be.

## **7.5 Contract Management**

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department will assign individuals (with address indicated), as Contract Manager, and Contract Administrator for the Contract. The names of these individuals will be name upon issuance of the Contract.

### **7.5.1 Department's Contract Manager**

The Contract Manager for the Contract will be:

Operations Manager  
Bureau of Contract Management and Monitoring  
Department of Corrections  
501 South Calhoun Street  
Tallahassee, Florida 32399-2500

The Contract Manager will perform all Department designated monitoring tasks identified in the Scope of Services as well as the following functions:

- a. maintain a contract management file;
- b. serve as the liaison between the Department and the Contractor;
- c. verify receipt of deliverables from the Contractor;
- d. evaluate the Contractor's performance;
- e. direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
- f. evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and may be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the Local Contract Coordinator (LCC):

- a. verify receipt of deliverables from the Contractor;
- b. monitor the Contractor's performance; and
- c. e-mail the Contract Manager that the work is completed, and send any documentation that may be required relating to the service.

The LCC for the resulting Contract(s) will be named upon issuance of the Contract.

### **7.5.3 Department's Contract Administrator**

The Department's Contract Administrator for the Contract will be responsible for the following functions:

- a. Maintain the official Contract file;
- b. Process all Contract amendments, renewals, and termination of the Contract; and
- c. Maintain the official records of all correspondence between the Department and the Contractor.

### **7.5.4 Contractor's Representative**

The name, title, address, and telephone number of the Contractor's representative responsible for administration and performance under this Contract will be named upon issuance of the Contract.

### **7.5.5 Contract Management Changes**

After execution of the Contract resulting from this RFP, any changes in the information contained in Section 7.5, Contract Management, of the Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in both the Contract Manager's and Contract Administrator's files. The Contract Manager shall be responsible for ensuring that copies are provided to the Contract Administrator.

## **7.6 Annual Appropriation**

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

## **7.7 Vendor Ombudsman**

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual 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 Department of Financial Services' Toll Free Hotline.

## **7.8 Records**

### **7.8.1 Public Records Law**

The Contractor agrees to allow the Department and the public access to any documents, papers, letters, or other materials subject to the provisions of Chapter 119 and 945.10, Florida Statutes, made or received by the Contractor in conjunction with the Contract resulting from this RFP. The Contractor's refusal to comply with this provision shall constitute sufficient cause for termination of the Contract resulting from this RFP.

In addition, the Contractor shall comply with the State of Florida's public records laws, and shall specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the contractor upon termination of the contract and destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Department.

### **7.8.2 Audit Records**

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.

### **7.8.3 Retention of Records**

The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this RFP for a period of seven (7) fiscal years following the termination of the Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this RFP. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor at the address listed in the RFP for the duration of the Contract. Any records not available

at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) fiscal years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) fiscal years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period, and make the data available in a Department approved format. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

## 7.9 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting should be submitted to Jane Broyles, MBE Coordinator, Bureau of Contract Management and Monitoring, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans should be submitted to the Contract Manager or designee as specified in the final Contract resulting from this RFP.)

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

The state is dedicated to fostering the continued development and economic growth of small, minority-, women-, and veteran business enterprises. Participation by a diverse group of Vendors doing business with the state is central to this effort. To this end, it is vital that small, minority-, women-, and veteran business enterprises participate in the state's procurement process as both Contractors and sub-contractors in this solicitation. Small, minority-, women-, and veteran business enterprises are strongly encouraged to contribute to this solicitation.

The Contractor should submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and veteran business enterprises.

Information on Certified Minority Business Enterprises (CMBE) and Certified Veteran Business Enterprises (CVBE) is available from the Office of Supplier Diversity at [http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Diversity in Contracting documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled or wartime veteran vendor utilized during the period, commodities and services provided by the minority/veteran business enterprise, and the amount paid to each minority/veteran vendor on behalf of each purchasing agency ordering under the terms of this Contract.

**7.6.2 Environmental Considerations:** The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor shall also provide a plan for reducing and/or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and should explain in detail its handling and disposal of this waste.

**7.6.3 Products Available from the Blind or Other Handicapped (RESPECT):** The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>. If applicable, the Contractor should submit a plan describing how it will address the use of RESPECT in offering the items bid.

**7.6.4 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE):** The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at <http://www.pridefl.com>. If applicable, the Contractor should submit a plan describing how it will address the use of PRIDE in offering the items bid.

## **7.10 Sponsorship**

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

## **7.11 Employment of Department Personnel**

The Contractor shall not knowingly engage in this project, on a full-time, part-time, or other basis during the period of the Contract resulting from this RFP, any current or former employee of the Department where such employment conflicts with Section 112.3185, Florida Statutes.

## **7.12 Non-Discrimination**

No person, on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the proceeds or benefits of, or be otherwise subjected to, discrimination in the performance of the Contract resulting from this RFP.

### **7.13 Americans with Disabilities Act**

The Contractor shall comply with the Americans with Disabilities Act. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the Americans with Disabilities Act, or with any other such rules, regulations, or orders, the Contract resulting from this RFP may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Contracts.

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

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, 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 Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP 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 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

Further, if such a claim is made or is pending, the Contractor 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 Contractor upon its request and receive reimbursement, fees and costs, if any, as may be determined by a court of competent jurisdiction.) If the Contractor uses any design, device, or materials 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 in any way involved in the work to be performed hereunder.

### **7.15 Disputes**

Any administrative dispute that cannot be resolved informally shall be reduced to writing and delivered to the Contract Manager's Director. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager, and the Contract Administrator.

## **7.16 Subcontracts**

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

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor in accordance with Section 287.0585, Florida Statutes. 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 the Contract resulting from this RFP. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor 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 fifteen percent (15%) of the outstanding balance due.

## **7.17 Assignment**

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

## **7.18 Force Majeure**

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

## **7.19 Substitution of Key Personnel**

In the event the Contractor desires to substitute any key personnel submitted with his/her bid, either permanently or temporarily, the Department shall have the right to approve or disapprove the desired personnel change in advance in writing.

## **7.20 Severability**

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

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

The Contractor agrees to comply with the provisions of Section 216.347, Florida Statutes, which prohibits the expenditure of state funds for the purposes of lobbying the Legislature, the Judicial branch, or a state agency.

## **7.22 Governing Law and Venue**

The Contract resulting from this RFP is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the laws, rules and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

## **7.23 No Third Party Beneficiaries**

Except as otherwise expressly provided herein, neither the Contract resulting from this RFP, nor any amendment, addendum or exhibit attached hereto, nor term, provision or clause contained therein, shall be construed as being for the benefit of, or providing a benefit to, any party not a signatory hereto.

## **7.24 Reservation of Rights**

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

## **7.25 Cooperative Purchasing**

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

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

## **7.26 Contractor's Insurance**

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

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

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

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



**MANDATORY FORM**  
**ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS**  
**DC RFP-13-024**

1. **Business/Corporate Experience**  
This is to certify that the Proposer has at least five (5) years of business/corporate experience in the past seven (7) years in the provision of large-scale canteen services in multiple sites with two (2) years of this experience being in a correctional or other security/law enforcement setting.
2. **Authority to Legally Bind the Proposer**  
This is to certify that the person signing the RFP Contractual Services Cover Sheet and the Executive Summary/Transmittal Letter is the person in the Proposer's organization responsible for, or authorized to make, binding decisions as to the prices bid.
3. **Acceptance of Terms and Conditions**  
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.
4. **Certification of Minimum Service Requirements/No Deviations**  
This is to certify that the service bid meets or exceeds the minimum service requirements as specified in Section 3, Scope of Services of this RFP. Furthermore, this is to certify that the bid submission contains no deviations from the requirements of this RFP.
5. **Statement of No Involvement**  
This is to certify that the person signing the Bid has not participated, and will not participate, in any action contrary to the items in this RFP.
6. **Statement of No Inducement**  
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a bid with regard to this RFP. Furthermore this is to certify that the bid contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive bid.
7. **Statement of Non-Disclosure**  
This is to certify that neither the price(s) contained in this bid, nor the approximate amount of this bid have been disclosed prior to negotiation or award, directly or indirectly, to any other Proposer or to any competitor.
8. **Statement of Non-Collusion**  
This is to certify that the prices and amounts in this bid have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Proposer or with any competitor and not for the purpose of restricting competition.
9. **Statement of No Investigation/Conviction**  
This is to certify that the Proposer, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
10. **Non-Discrimination Statement**  
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
11. **Unauthorized Alien Statement**  
This is to certify that the Proposer does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

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

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

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

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 2013.

Personally Known \_\_\_\_ OR Produced Identification \_\_\_\_ Type of Identification Produced \_\_\_\_\_

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

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

**ATTACHMENT 2 – BUSINESS CORPORATE REFERENCE FORM**  
**DC ITB-13-024**

Proposers are required to submit with the proposal, contact information for a minimum of two (2) and a maximum of four (4) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

1.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

2.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

3.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

4.) Name of Company/Agency: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Phone Number: \_\_\_\_\_

Address: \_\_\_\_\_

Email Address: \_\_\_\_\_

\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Signature of Authorized Representative and  
Date

\_\_\_\_\_  
Print Name

**ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE CHECK**  
**DC ITB-13-024**

**(THIS FORM MAY BE COMPLETED BY THE BUREAU OF PROCUREMENT & SUPPLY UTILIZING THE INFORMATION PROVIDED ON ATTACHMENT 2.)**

THIS BUSINESS REFERENCE IS FOR (Proposer's Name): \_\_\_\_\_

NAME OF PERSON PROVIDING REFERENCE: \_\_\_\_\_

TITLE OF PERSON PROVIDING REFERENCE: \_\_\_\_\_

FIRM/ENTITY PROVIDING REFERENCE (if applicable): \_\_\_\_\_

1. How would you describe your relationship to this business/corporate entity? ( e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

2. How many years have you done business with this business entity? \_\_\_\_\_ Please Provide Dates:

\_\_\_\_\_  
\_\_\_\_\_

3. A. If a Customer, please specifically describe the **primary** service this entity provides to you. i.e. Does this vendor provide MP3 player operations services or other type of similar services?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

B. Generally describe the geographic area where services were provided. (number of counties served, section of the state, etc).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

C. What was the estimated population of clients that the entity served, to the best of your knowledge?

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Did this entity act as a primary provider, or as a subcontractor? If a subcontractor, to whom? Please specifically describe the type of service that was provided by the entity for which this reference is being provided.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

5. Can you identify the total number of years that this entity has provided MP3 player operations or similar services? Please provide dates to the best of your knowledge.

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6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

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7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

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8. Would you conduct business with this business/corporate entity again? If no, please state the reason.

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9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

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10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?

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**ATTACHMENT 4 –EVALUATION CRITERIA**

<b>RFP Section Reference</b>	<b>Evaluation Criteria</b>	<b>Total Possible Points</b>	<b>Points Awarded</b>
<b>Business/Corporate Experience and Qualifications (50 points)</b>			
5.2.2	<p>To what extent does the Proposer identify if subcontractors will be utilized to provide all or part of the required service? If subcontractors are identified, to what extent does the proposer provide the required information for each subcontract? (i.e. name, component/type of work to be performed and FEID number)</p> <p><b>(Omitted – 0; Poor - 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b></p>	10	
5.2.8	<p>Does the Proposer provide an Estimated Implementation Plan and Transition Date Schedule detailing the vendor’s plan and date of phase-in of service for each of the Department’s institutional sites identified in the RFP? How detailed is the Proposer’s plan?</p> <p><b>(Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)</b></p>	15	
5.3.2	<p>Does the Proposer provide the requested information in section 5.3.2 of this RFP? How extensive is the experience and is it detailed in the response?</p> <p><b>(Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)</b></p>	5	
5.3.3	<p>To what extent does the Proposer’s qualifications meet the requirement that vendor’s have five (5) years of business/corporate experience within the last seven (7) years in the provision of large-scale MP3 program services in multiple sites with two (2) years of this experience being in a correctional or other security/law enforcement setting.</p> <p><b>(Omitted – 0; Poor - 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b></p>	10	
5.3.4	<p>Does the Proposer provide a minimum of 2 and maximum of 4 business/corporate references with their response? Does the reference identify the type of services provided by the proposer? Are these services directly relevant to the services requested in the RFP?</p> <p><b>(Omitted – 0; Poor - 2.5; Adequate – 5; Good – 7.5; Exceptional – 10)</b></p>	10	
<b>Total Points for Business/Corporate Experience and Qualifications</b>			

<b>Project Staff (200 points)</b>			
5.4.1.1 3.9.22	To what extent do the Proposer’s information and resume for the Chief Executive Officer (CEO, or equivalent title) demonstrate the qualifications, abilities, and experience necessary to effectively provide administrative oversight of a contract resulting from this RFP?  <b>(Omitted – 0; Poor – 7.5; Adequate – 15; Good – 22.50; Exceptional – 30)</b>	30	
5.4.1.2 3.9.22	To what extent do the Proposer’s information and resume for the Administrative Project Manager for MP3 Program Operations Services (or equivalent title) demonstrate the qualifications, abilities, and experience necessary to effectively provide operational oversight of a contract resulting from this RFP?  <b>(Omitted – 0; Poor – 7.5; Adequate – 15; Good – 22.50; Exceptional – 30)</b>	30	
3.9.2.1	Does the Proposer provide a vendor staffing plan that provides an adequate level of staff for the provision of services contained in the RFP? Does the vendor’s staffing plan include, at a minimum, the requested staff? Does the vendor propose additional staff that may be needed to provide the services requested in this RFP?  <b>(Omitted – 0; Poor – 15; Adequate – 30; Good – 45; Exceptional – 60)</b>	60	
3.9.2.1	To what extent does the Proposer ensure the responsibilities of the Field Repair/Site Technicians will be achieved? In addition, how does the Proposer propose to verify the educational and experience requirements outlined for this position in the RFP?  <b>(Omitted – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)</b>	40	
3.9.2.1	To what extent does the Proposer ensure the responsibilities of the Service Representatives will be achieved? In addition, how does the Proposer propose to verify the educational and experience requirements outlined for this position in the RFP?  <b>(Omitted – 0; Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)</b>	40	
<b>Total Points for Project Staff</b>			
<b>Technical Response &amp; Service Delivery Approach (400 points)</b>			
3.8.1	To what extent does the Proposer ensure their MP3 Player Program provides a secure method by which inmates can browse, select, and download digital content to their MP3 player? Does the Proposer’s program consist, at a minimum, of a MP3 player, kiosk, and a private satellite delivery system?  <b>(Omitted – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
3.8.2	How adequately does the Proposer describe their process for the purchase of MP3 Players, Songs and Accessories? Is the process clear, concise and easy to understand?  <b>(Omitted – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	

3.8.3	<p>How adequately does the Proposer describe their process for providing a MP3 Music Library that can be filtered to remove any songs that the Department deems inadmissible? To what extent does the Proposer ensure that all songs offered for download have a Recording Industry Association of America (RIAA) rating? To what extent does the Proposer ensure that no songs rated by the RIAA as “Parental Advisory Explicit Content” will be offered for download?</p> <p><b>(Omitted – 0; Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b></p>	75	
3.8.4	<p>To what extent does the Proposer ensure their MP3 player meets the minimum specifications of section 3.8.4 of this RFP?</p> <p><b>(Omitted – 0; Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b></p>	75	
3.8.4	<p>How adequate is the Proposers plan to maintain purchased music files in the event of loss/destruction/theft of a MP3 player?</p> <p><b>(Omitted – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)</b></p>	50	
3.8.5	<p>How adequate is the Proposer’s plan to allow inmates who currently have a MP3 player and/or songs purchased from the current vendor to transfer and/or obtain updated equipment and /or music compatible with the awarded vendor’s MP3 program? To what extent does the Proposer address the Department’s intention that the implementation of the new MP3 program will have little or no financial impact on inmates currently participating in the MP3 program?</p> <p><b>(Omitted – 0; Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)</b></p>	50	
3.8.6	<p>Does the Proposer adequately address how they will provide general maintenance on all hardware and software associated with their MP3 program?</p> <p><b>(Omitted – 0; Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b></p>	25	
3.11	<p>How adequate is the Proposers plan to meet the performance and outcome standards and other contract requirements outlined in the performance measure section 3.11 of this RFP?</p> <p><b>(Omitted – 0; Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b></p>	25	
<b>Total Points for Technical Response &amp; Service Delivery Approach</b>			

MANDATORY FORM

ATTACHMENT 5 - PRICE INFORMATION SHEET  
DC RFP-13-024  
MP3 PLAYER PROGRAM SERVICES

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

Commission Rate	_____ %
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\_\_\_\_\_  
Name of Bidder's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name



**ATTACHMENT 6 – ALLOCATION OF KIOSKS BY FACILITY  
DC RFP-13-024**

Facility	Total Number of Kiosks	Number of Parent Kiosks	Number of Remote Kiosks
Apalachee CI	2	1	1
Arcadia Road Prison	1	1	0
Avon Park CI	4	1	3
Baker CI	3	1	2
Bay City Work Camp	1	1	0
Berrydale Forestry Camp	1	1	0
Big Pine Road Prison	1	1	0
Brevard CI	1	1	0
Broward CI	1	1	0
Calhoun CI	2	1	1
Central Florida Reception Center	5	2	3
Century CI	2	1	1
Charlotte CI	1	1	0
Columbia CI	7	1	6
Cross City CI	2	1	1
Dade CI	2	1	1
Desoto CI	2	1	1
Everglades CI	1	1	0
Florida State Prison	2	1	1
Fort Myers Work Camp	1	1	0
Franklin CI	4	1	3
Gainesville Work Camp	1	1	0
Glades Work Camp	1	1	0
Graceville Work Camp	1	1	0
Gulf CI	2	1	1
Gulf Forestry Work Camp	1	1	0
Hamilton CI	5	1	4
Hardee CI	2	1	1
Hernando CI	1	1	0
Hollywood WRC	1	1	0
Holmes CI	2	1	1
Homestead CI	1	1	0
Jackson CI	2	1	1
Jefferson CI	1	1	0
Lake CI	2	1	1
Lancaster CI	2	1	1
Largo Rd. Prison	1	1	0
Lawtey CI	1	1	0
Liberty CI	3	2	1
Lowell CI	7	1	6
Lowell Rec. Center	3	1	2
Loxahatchee Road Prison	1	1	0
Madison CI	2	1	1
Marion CI	2	1	1
Martin CI	2	1	1
Mayo CI	1	1	0
Mayo CI - Annex	4	1	3
NW Florida Reception Center CI	4	1	3
Okaloosa CI	2	1	1
Okeechobee CI	1	1	0

Polk CI	3	1	2
Putnam CI	1	1	0
Quincy Annex	1	1	0
Reception and Medical Center	3	1	2
River Junction Work Camp	1	1	0
Sago Palm Work Camp	1	1	0
Santa Rosa CI	4	1	3
South Florida Reception Center	3	1	2
Sumter CI	2	1	1
Suwannee CI	7	1	6
Taylor CI	3	1	2
Tomoka CI	3	1	2
Union CI	2	1	1
Wakulla CI	6	1	5
Walton CI	2	1	1
Zephyrhills CI	2	1	1

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**EXHIBIT A – MP3 PLAYER PROGRAM PRODUCT LIST**  
**DC RFP-13-024**

*MP3 Player/FM Radio 8 GB	\$79.95
*MP3 Player Ear Buds	\$16.00
*MP3 Player Arm Band	\$15.00
*MP3 Player Protective Cover	\$6.00
Song Credits, 1 = 5 songs	\$8.50

**Items identified with an \* (asterisk) shall be submitted to the Department for approval prior to final contract execution.**

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**EXHIBIT B – CORRECTIONAL INSTITUTIONS/FACILITIES**

DC RFP-13-024

**MAJOR INSTITUTIONS***\* Indicates a work camp adjacent to an institution.*

<b>Region I</b>	
<b>* Apalachee Correctional Institution East</b> 35 Apalachee Drive Sneads, Florida 32460-4166	<b>Apalachee Correctional Institution West</b> 52 West Unit Drive Sneads Florida 32460-4165
<b>* Calhoun Correctional Institution</b> 19562 SE Institution Drive Blountstown, Florida 32424-5156	<b>* Century Correctional Institution</b> 400 Tedder Road Century, Florida 32535-3659
<b>Franklin Correctional Institution</b> 1760 Highway 67 North Carrabelle, Florida 32322	<b>Gulf Correctional Institution</b> 500 Ike Steele Road Wewahitchka, Florida 32465-0010
<b>Gulf Correctional Institution Annex</b> 699 Ike Steel Road Wewahitchka, Florida 32465-0010	<b>* Holmes Correctional Institution</b> 3142 Thomas Drive Bonifay, Florida 32425-0190
<b>* Jackson Correctional Institution</b> 5563 10th Street Malone, Florida 32445-3144	<b>Jefferson Correctional Institution</b> 1050 Big Joe Road Monticello, Florida 32344-0430
<b>* Liberty Correctional Institution</b> 11064 N.W. Dempsey Barron Road Bristol, Florida 32321-9711	<b>Northwest Florida Reception Center</b> 4455 Sam Mitchell Drive Chipley, Florida 32428-3597
<b>Northwest Florida Reception Center Annex</b> 4455 Sam Mitchell Drive Chipley, Florida 32428-3597	<b>* Okaloosa Correctional Institution</b> 3189 Little Silver Rd. Crestview, Florida 32539-6708
<b>Quincy Annex</b> 2225 Pat Thomas Parkway Quincy, Florida 32351-8645	<b>Santa Rosa CI</b> 5850 East Milton Rd. Milton, Florida 32583-7914
<b>Santa Rosa Annex</b> 5850 East Milton Rd. Milton, Florida 32583-7914	<b>*Taylor Correctional Institution</b> 8501 Hampton Springs Road Perry, Florida 32348-8747
<b>Taylor Correctional Institution Annex</b> 8501 Hampton Springs Road Perry, Florida 32348	<b>* Wakulla Correctional Institution</b> 110 Melaleuca Drive Crawfordville, Florida 32327-4963
<b>Wakulla Annex</b> 110 Melaleuca Drive Crawfordville, Florida 32327-4963	<b>* Walton Correctional Institution</b> 691 Institution Road DeFuniak Springs, Florida 32433-1831

<b>Region II</b>	
<p><b>* Baker Correctional Institution</b> P.O. Box 500, 20706 US 90 W. Sanderson, Florida 32087-0500</p>	<p><b>* Columbia Correctional Institution</b> 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600</p>
<p><b>Columbia Correctional Institution Annex</b> 216 S.E. Corrections Way Lake City, Florida 32025-2013</p>	<p><b>* Cross City Correctional Institution</b> 568 NE 255<sup>th</sup> Street Cross City, Florida 32628</p>
<p><b>* Florida State Prison</b> 7819 N.W. 228<sup>th</sup> Street Raiford, Florida 32026-1000</p>	<p><b>Florida St. Prison West Unit</b> Post Office Box 747 State Road 16 Starke, Florida 32091-0747</p>
<p><b>* Hamilton Correctional Institution</b> 10650 SW 46<sup>th</sup> Street Jasper, Florida 32052-1360</p>	<p><b>Hamilton Correctional Institution Annex</b> 10650 S.W. 46<sup>th</sup> Street Jasper, Florida 32052-1360</p>
<p><b>* Lancaster Correctional Institution</b> 3449 S.W. State Road 26 Trenton, Florida 32693-5641</p>	<p><b>Lawtey Correctional Institution</b> 7819 N.W. 228<sup>th</sup> Street Raiford, Florida 32026-2000</p>
<p><b>Lowell Correctional Institution</b> 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>	<p><b>Lowell Correctional Institution Annex</b> 11120 NW Gainesville Rd Ocala, Florida 34482-1479</p>
<p><b>Florida Women's Reception Center</b> 3700 NW 111<sup>th</sup> Place Ocala, Florida 34482-1479</p>	<p><b>* Madison Correctional Institution</b> 382 Southwest MCI Way Madison, Florida 32340-4430</p>
<p><b>* Marion Correctional Institution</b> P.O. Box 158 3269 NW 105<sup>th</sup> Street Lowell, Florida 32663-0158</p>	<p><b>* Mayo Correctional Institution Annex</b> 8784 US Highway 27 West Mayo, Florida 32066-3458</p>
<p><b>Putnam Correctional Institution</b> 128 Yelvington Road East Palatka, Florida 32131-2112</p>	<p><b>Reception and Medical Center</b> P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628</p>
<p><b>Reception and Medical Center West</b> 8183 SW 152<sup>nd</sup> Loop P.O. Box 628 Lake Butler, Florida 32054-0628</p>	<p><b>*Suwannee Correctional Institution</b> 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p><b>Suwannee Correctional Institution Annex</b> 5964 U.S. Highway 90 Live Oak, Florida 32060</p>	<p><b>* Tomoka Correctional Institution</b> 3950 Tiger Bay Road Daytona Beach, Florida 32124-1098</p>
<p><b>Union Correctional Institution</b> 7819 N.W. 228<sup>th</sup> Street Raiford, Florida 32026-4000</p>	

<b>Region III</b>	
<p><b>* Avon Park Correctional Institution</b>  P.O. Box 1100  County Road 64 East  Avon Park, Florida 33826-1100</p>	<p><b>Central Florida Reception Center</b>  7000 H C Kelley Rd  Orlando, FL 32831-2518</p>
<p><b>Charlotte Correctional Institution</b>  33123 Oil Well Road  Punta Gorda, Florida 33955-9701</p>	<p><b>Dade Correctional Institution</b>  19000 S. W. 377<sup>th</sup> Street  Florida City, Florida 33034-6409</p>
<p><b>* DeSoto Annex</b>  13617 S.E. Highway 70  Arcadia, Florida 34266-7800</p>	<p><b>Everglades Correctional Institution</b>  1601 S.W. 187<sup>th</sup> Ave.  Miami, Florida 33185-3701</p>
<p><b>* Hardee Correctional Institution</b>  6901 State Road 62  Bowling Green, Florida 33834-9505</p>	<p><b>Hernando Correctional Institution</b>  16415 Springhill Drive  Brooksville, Florida 34604-8167</p>
<p><b>Homestead Correctional Institution</b>  19000 S. W. 377<sup>th</sup> Street  Florida City, Florida 33034-6409</p>	<p><b>Lake Correctional Institution</b>  19225 U.S. Highway 27  Clermont, Florida 34715-9025</p>
<p><b>* Martin Correctional Institution</b>  1150 S.W. Allapattah Road  Indiantown, Florida 34956-4397</p>	<p><b>Okeechobee Correctional Institution</b>  3420 N.E. 168<sup>th</sup> St.  Okeechobee, Florida 34972-4824</p>
<p><b>* Polk Correctional Institution</b>  10800 Evans Road  Polk City, Florida 33868-6925</p>	<p><b>South Florida Reception Center</b>  14000 NW 41<sup>st</sup> Street  Doral, Florida 33178-3003</p>
<p><b>South Florida Reception Center</b>  South Unit:  13910 NW 41<sup>st</sup> Street  Doral, Florida 33178-3014</p>	<p><b>Sumter Correctional Institution</b>  9544 County Road 476B  Bushnell, Florida 33513-0667</p>
<p><b>Zephyrhills Correctional Institution</b>  2739 Gall Boulevard  Zephyrhills, Florida 33541-9701</p>	

**WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS**

<b>Region I</b>	
<p><b>Berrydale Forestry Camp</b>  6920 Highway 4  Jay, Florida 32565-2204</p>	<p><b>Calhoun Work Camp</b>  19564 SE Inst. Drive  Blountstown, Florida 32424-5156</p>
<p><b>Century Work Camp</b>  400 Tedder Road  Century, Florida 32535-3659</p>	<p><b>Franklin Work Camp</b>  1760 Highway 67  North Carrabelle, Florida 32322</p>

<p><b>Gadsden Re-Entry</b> 26380 Blue Star Highway Havana, Florida 32357</p>	<p><b>Graceville Work Camp</b> 5230 Ezell Road Graceville, FL 32440-4289</p>
<p><b>Gulf Forestry Camp</b> 3222 DOC Whitfield Road White City, Florida 32465</p>	<p><b>Holmes Work Camp</b> 3182 Thomas Drive Bonifay, Florida 32425-4238</p>
<p><b>Jackson Work Camp</b> 5607 10th Street Hwy 71 North Malone, Florida 32445-9998</p>	<p><b>Liberty South Unit</b> 11064 NW Dempsey Barron Road Bristol, Florida <b>32321</b></p>
<p><b>Okaloosa Work Camp</b> 3189 Little Silver Road Crestview, Florida 32539-6708</p>	<p><b>Taylor Work Camp</b> 8501 Hampton Springs Road Perry, Florida 32348-0000</p>
<p><b>Wakulla Work Camp</b> 110 Melaleuca Drive Crawfordville, FL 32327-4963</p>	<p><b>Walton Work Camp</b> 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838</p>
<b>Region II</b>	
<p><b>Baker Work Camp</b> P.O. Box 500 US 90 E. Sanderson, Florida 32087-0500</p>	<p><b>Cross City Work Camp</b> 568 N.E. 255<sup>th</sup> Street Cross City, Florida 32628</p>
<p><b>Gainesville Work Camp</b> 1000 NE 55<sup>th</sup> Blvd. State Road 26 East Gainesville, Florida 32641-6067</p>	<p><b>Lancaster Work Camp</b> 3449 SW SR 26 Trenton, Florida 32693-5641</p>
<p><b>Lowell Work Camp</b> 11120 NW Gainesville Road Ocala, Florida 34482</p>	<p><b>Marion Work Camp</b> Post Office Box 158 3269 NW 105<sup>th</sup> Street Lowell, Florida 32663-0158</p>
<p><b>Madison Work Camp</b> Post Office Box 692 382 SW MCI Way Madison, Florida 32340-4430</p>	<p><b>RMC Work Camp</b> P.O. Box 628 Lake Butler, FL 32054</p>
<p><b>Mayo Work Camp</b> 8976 US 27 West Mayo, Florida 32066</p>	<p><b>Suwannee Work Camp</b> 5964 U.S. Highway 90 Live Oak, Florida 32060</p>
<p><b>Tomoka Work Camp</b> 3950 Tiger Bay Road Daytona Beach, FL 32124-1098</p>	<p><b>Union Work Camp</b> 7819 NW 228<sup>th</sup> Street Raiford, Florida 32026</p>
<b>Region III</b>	

<p><b>Arcadia Road Prison</b> 2961 N.W. County Road 661 Arcadia, Florida 34266-8203</p>	<p><b>Avon Park Work Camp</b> Post Office Box 1100 County Road 64 East Avon Park, Florida 33826-1100</p>
<p><b>Big Pine Key Road Prison</b> P.O. Box 430509 450 Key Deer Blvd. Big Pine Key, Florida 33043-0509</p>	<p><b>DeSoto Work Camp</b> Highway 70 East Arcadia, Florida, 34266</p>
<p><b>Ft. Myers Work Camp</b> P.O. Box 051107 12551 Wainwright Drive Immokalee, Florida 34142-9628</p>	<p><b>Hardee Work Camp</b> 6899 State Road 62 Bowling Green, Florida 33834-9505</p>
<p><b>Largo Road Prison</b> 5201 Ulmerton Road Clearwater, Florida 33760-4006</p>	<p><b>Loxahatchee Road Prison</b> 230 Sunshine Road West Palm Beach, Florida 33411-3616</p>
<p><b>Martin Work Camp</b> 1150 SW Allapattah Road Indiantown, Florida 34956-4310</p>	<p><b>Polk Work Camp</b> 10800 Evans Road Polk City, Florida 33868-6925</p>
<p><b>Sago Palm Work Camp</b> 15500 Bay Bottom Rd Pahokee FL 33476</p>	<p><b>Sumter Work Camp</b> Post Office Box 1807 9544 County Road 476B Bushnell, Florida 33513-0667</p>

**WORK RELEASE CENTERS**

<b>Region I</b>	
<p><b>Panama City WRC</b> 3609 Highway 390 Panama City, Florida 32405-2795</p>	
<b>Region III</b>	
<p><b>Hollywood WRC</b> P.O. Box 8759 8501 W. Cypress Drive Pembroke Pines, Florida 33025-4542</p>	



**EXHIBIT C – DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS**  
**DC RFP-13-024**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send therefrom any of the following articles, which are hereby declared to be contraband.
  - (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles)
  - (f) Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state correctional institution without prior authorization or consent from the officer in charge of such correctional institution.

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (a), (b), or (f) is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

- 2) Do not leave keys in ignition locks of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) Keep all keys in your pockets.
- 4) Confirm, with the Institutional Warden, where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the institution.
- 6) 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 officer-in-charge.
- 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 security staff. You must have two copies of the correct inventory with each tool box, one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the tool box is brought into the facility, 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 your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No inmate will be allowed to leave the area until the lost tool is recovered.
- 9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- 10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.

- 11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- 13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- 14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. **The Department, represented by institution's warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.**

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