

Invitation to Negotiate (ITN)



Full-Service Food Operations at Select Department Locations ITN 20-050

ITN Released: October 9, 2020

Site Visits: November 17-19, 2020 (See Section 4.17 for additional information.)

Deadline for Questions*: 5:00 pm EST December 10, 2020

Replies Due*: 2:00 pm EST February 11, 2021

Olyn Long

Procurement Officer

Florida Department of Corrections

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*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 4.18)

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TIMELINE
FDC ITN-20-050

EVENT	DUE DATE	LOCATION
Release of ITN	October 9, 2020	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Mandatory Pre-Reply Conference and Site Visits	November 17, 2020	See Section 4.17 for information regarding the mandatory site visits.
	November 18, 2020	
	November 19, 2020	
Written Questions Due	December 10, 2020 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Olyn Long Email: purchasing@fdc.myflorida.com <i>(reference solicitation number in subject line)</i>
Anticipated Posting of Answers to Submitted Questions	January 19, 2021	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	February 11, 2021 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Olyn Long 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	February 23, 2021 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	March - May, 2021	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June, 2021	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

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

- 1.1 **Administrative Confinement**: The temporary removal of an Inmate from the general Inmate population in order to provide for his/her security and safety until such time as more permanent Inmate management processes can be concluded.
- 1.2 **Alternate Entrée**: A meatless entree available for Inmates who choose to abstain from meat in their diets.
- 1.3 **Approved Products List**: The Department-approved list of food and related non-food products that shall be used to prepare the Master Menu.
- 1.4 **American Correctional Association (ACA)**: An international accreditation entity that establishes national standards for, and conducts audits of, correctional programs, in order to assess their administration and management, the facilities, operations and services, Inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of Inmates and staff.
- 1.5 **Americans with Disabilities Act (ADA)**: Legislation which prohibits discrimination based on disability, found in Title II and III of the Code of Federal Regulations (C.F.R.), and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.
- 1.6 **Average Daily Population**: The population calculated by adding all the Department's daily prison populations in a given month and then dividing that monthly total by the number of calendar days in that month.
- 1.7 **Certified Food Manager**: A designation awarded to individuals passing a written examination to demonstrate their knowledge of food safety and sanitation. The standards for certification are developed by the Conference for Food Protection (CFP), a national food safety deliberative body endorsed by the U.S. Food and Drug Administration.
- 1.8 **Certified Food Option (CFO)**: An option that accommodates religious dietary requirements through pre-packaged meals and/or pre-packaged food items, which are certified by a nationally-accepted Kosher certification service, or provides food items served in their natural state (e.g., coffee, fresh fruit, fresh vegetables).
- 1.9 **Close Custody**: A custody status wherein the Inmate's movements are restricted to a secure perimeter and the Inmate is under close supervision. Inmates in this custody who leave the secure perimeter must be in restraints and/or under armed supervision.
- 1.10 **Close Management (CM)**: The confinement of an Inmate apart from the general population for reasons of security or the order and effective management of the Institution, where the Inmate,

through her/his behavior has demonstrated an inability to live in the general population without abusing the rights and privileges of others.

- 1.11 **Confinement**: Any area in which Inmates are in a highly-secured custody level. This includes Administrative Confinement, Disciplinary Confinement, Protective Management, and Close Management.
- 1.12 **Contract**: The formal written agreement resulting from this ITN between the Successful Vendor and the Department.
- 1.13 **Contract Compliance Monitoring**: An in-depth, comprehensive evaluation conducted by the Department's Contract Manager, or designee, to document the Contractor's compliance with the terms of the Contract, and to evaluate overall Contractor performance. The frequency of monitoring is at the discretion of the Department's Contract Manager, or designee, with programs functioning at a satisfactory level being monitored less frequently.
- 1.14 **Contract Manager**: The Department employee designated as the primary point of contact between the Contractor and the Department.
- 1.15 **Contractor**: The Successful Vendor, who, upon finalization of the ITN process, enters into a two-party Contract with the Department.
- 1.16 **Correctional Institution(s) or Institution(s)**: All of the Department's correctional institution compounds, annexes, road prisons, work/forestry camps, treatment centers, community release centers, reentry centers, and other satellite facilities.
- 1.17 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered during Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.18 **Cost Reply**: The portion of the Vendor's Reply relating to costs, which must include the completion of Attachment II, Price Information Sheet.
- 1.19 **Crisis Stabilization Units (CSUs)**: Units that provide an intensive level of care to Inmates for close observation, management, and treatment interventions, while seeking rapid stabilization of acute mental health symptoms and conditions.
- 1.20 **Death Row**: A class of custody, also known as Maximum Custody (different from Maximum Management), wherein the Inmate is incarcerated under a sentence of death.
- 1.21 **Department (FDC)**: The State of Florida, Department of Corrections.
- 1.22 **Dietary Reference Intakes (DRI)**: A comprehensive set of nutrient reference values for healthy populations, which is used for assessing and planning menus.

- 1.23 Disciplinary Confinement:** A punitive housing status in which Inmates found guilty of committing violations of the Department's rules are confined, for specified periods of time, to individual cells based upon authorized penalties for prohibited conduct.
- 1.24 Expendable Supplies:** Non-food products that are utilized in the preparation and service of the Master Menu or in the maintenance of the food service facility.
- 1.25 Food Service Director:** The person responsible for the food operations at a Department site, who has direct authority, control, or supervision over employees who engage in the storage, preparation, display, or serving of foods.
- 1.26 Food Production System (FPS):** A Microsoft Excel workbook that calculates the amount of food products to be used for any specific day and meal. This workbook contains the Master Menu Production Log Form, DC2-404, on which the Vendor shall record the history of meal service for the day, food temperatures, meals served, and times of food handling. It also includes recipes, and "pull sheets" listing the items planned for each specific meal.
- 1.27 Gain Time:** A deduction from an Inmate's sentences used to incentivize satisfactory Inmate behavior such as participation in productive activities, and performance of outstanding deeds or services.
- 1.28 Gain Time Rating:** An overall, monthly rating assigned to each Inmate for consideration of gain time award. The rating is derived from the receipt of gain time evaluations, based upon the Inmate's evaluations from security, work and program components, as assigned.
- 1.29 General Population:** The population of Inmates who are not in a special housing status, inpatient mental health programs, or medical unit(s).
- 1.30 HIPAA:** The administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) that addresses the security and privacy of health data.
- 1.31 Hazard Analysis and Critical Control Points (HACCP):** A systematic preventative approach to food safety that addresses physical, chemical, and biological hazards as a means of hazard prevention rather than finished product inspection.
- 1.32 Infirmity Mental Health Care Unit:** The first, and least restrictive level of inpatient mental health care, consisting of a brief admission to the Institution's infirmary for patients residing in the General Population.
- 1.33 Inmate:** A person residing in a Correctional Institution, admitted or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, Correctional Institutions, annexes, and other satellite facilities.
- 1.34 Line Staff:** The Vendor's personnel assigned to provide oversight of and guidance to Inmates whose work assignments relate to food service.

- 1.35 Major Institution(s) or Parent Institution:** A larger Department facility that serves as an administrative and logistical hub for satellite facilities in the immediate geographical area.
- 1.36 Mandatory Responsiveness Requirements:** Terms, conditions, and requirements that must be met by the Vendor to be considered responsive to this ITN. Failure to meet these responsiveness requirements will result in the rejection of a Reply.
- 1.37 Master Menu:** The standardized menu prepared by the Department under the direction of the Department's Bureau of Contract Management and Monitoring Master Menu Committee. This includes menus for all dietary programs.
- 1.38 Master Menu Manual:** The food service manual that provides technical, reference information regarding service of the regular menu, the alternate entrée, the vegan meal plan, holiday menus, and bagged meals. The manual also contains instructions for the preparation and service of the special management meal and the Religious Diet Program.
- 1.39 Master Products List:** This is a master list of all Department-approved food products which supports the Master Menu, and outlines the food and non-food products which may be utilized by the Vendor.
- 1.40 Material Deviation(s):** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this ITN, provides a substantial competitive advantage to other Vendors, has a potentially significant effect on the quantity or quality of services sought, or on the cost to the Department.
- 1.41 Minor Irregularity:** A variation from the ITN terms and conditions which does not significantly affect the price of the Reply or the quality of services sought, and does not give the Vendor a substantial competitive advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department.
- 1.42 Modified Diet(s):** Any diet altered to include or exclude certain components, such as calories, fat, vitamins, minerals, or specific ingredients. Currently, these include a 2200 Calorie Diet, 2600 Calorie Diet, 3000 Calorie Diet, Mechanical/Dental Diet, Low Fiber Diet, Pre-Dialysis Diet, Dialysis Diet, Vegan Diet, and specific allergen diets.
- 1.43 Prison Rape Elimination Act (PREA):** 28 C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local Institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.44 Religious Diet Program (RDP):** Refers to a diet program, utilizing a certified food option, that affords Inmates a reasonable opportunity to observe their religious diet preferences. Vegan meals may be requested by inmates outside of the RDP at a specific service location.
- 1.45 Reply(ies):** A Vendor's written response submitted as an answer to this ITN.

- 1.46 **Responsible Vendor(s)**: A Vendor who has the capability in all respects to fully perform the ITN requirements, and the integrity and reliability that will assure good faith performance.
- 1.47 **Responsive Reply(ies)**: A Reply, submitted by a Responsible Vendor that conforms in all material respects to this solicitation.
- 1.48 **Service Location(s)**: Any institution's site that receives contracted food service operations, and related services under the Contract.
- 1.49 **Smallwares**: Implements used in the production, service, storage, and consumption of meals. Items include but are not limited to pots, pans, drinking cups, storage containers, food preparation, serving, and eating utensils.
- 1.50 **Subcontract**: An agreement entered into by the Successful Vendor and any other person or organization that agrees to perform any contractual obligation for the Vendor, specifically related to securing or fulfilling the Successful Vendor's obligations to the Department under the terms of the Contract.
- 1.51 **Successful Vendor**: A legally qualified corporation, partnership, or other business entity that will be performing contractual duties as the prime Contractor under the Contract.
- 1.52 **Technical Reply**: A portion of the Vendor's Reply which includes all requirements noted in Section 4.8, but must not include any mention of cost, or the Attachment II, Price Information Sheet.
- 1.53 **Transitional Care Units (TCUs)**: The inpatient level of care that is indicated for Inmates who require more intensive mental health care than can be provided in an outpatient setting or in Infirmary Mental Health Care Units, but whose condition is not so acute as to require care at a CSU or Corrections Mental Health Treatment Facility (CMHTF).
- 1.54 **Value-Added Services**: Additional services and/or commodities the Vendor may offer the Department, at no additional cost, in addition to the services and/or commodities expressly sought by this ITN, which may be unknown to the Department at this time yet meet its overall goals.
- 1.55 **Vendor**: A legally qualified corporation, partnership, or other business entity submitting a Reply to this ITN.
- 1.56 **Warden**: The individual responsible for the management and oversight of the day-to-day operations of an Institution.

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SECTION 2 – INTRODUCTION

2.1. Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Department is responsible for the supervision and protective care, custody, and control of all Inmates. The Department is the third (3rd) largest state prison system in the Country, with an operating budget of approximately \$2.7 billion, approximately 95,000 Inmates, and nearly 140,000 offenders on active community supervision. The Department has over 149 facilities statewide, including 50 Major Institutions, 17 institutional annexes, seven (7) private prisons [operated by the Florida Department of Management Services (DMS)], 35 work camps, two (2) road prisons, one (1) forestry camp, one (1) Basic Training Unit, 16 contracted community release centers, 12 Department-operated community release centers, and three (3) reentry centers.

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

Currently, the Department has a contract for the provision of Full-Service Food Operations at nine (9) correctional facilities. (See Section 2.4, Resources) This procurement reflects changes from the current contract based on changes in institutional operations.

2.2 Statement of Purpose

The Department is seeking Responsive Replies from Responsible Vendors for the provision of Full-Service Food Operations at 25 Correctional Institutions and their associated satellite facilities listed in Attachment I, Food Service Locations. These locations have a total of 62 food service kitchens. The total number of food service locations is subject to change during the course of this solicitation. The Successful Vendor shall provide complete full-service food operations, including management and oversight of food preparation and service, food products, labor, materials, and expendable supplies necessary to provide food for Inmates, staff, and official visitors, as authorized under Florida law. The Department intends to award one (1) Contract, for all services contemplated in this ITN, to the Responsible Vendor that offers the best value to the Department.

2.3 Procurement Overview

Through this solicitation, the Department is seeking competitive and innovative solutions from experienced food service Vendors. The minimum requirements outlined in this ITN are based on the current program, but the Department is inviting creative solutions from interested Vendors. The Successful Vendor's solution shall be all-inclusive of any supportive services required to operate smoothly and successfully.

Additional information regarding how services are provided today, and anticipated requirements for a new Contract may be found in Section 3 - SCOPE OF WORK.

2.4 Resources

The Department is providing the following resources that may be helpful to Vendors in developing and proposing appropriate solutions, implementation strategies, transition plans, and pricing that best meets the needs of the Department. To gain a comprehensive understanding of the current services, Vendors are strongly encouraged to review the information found at the following links.

- Current Full Service Food Operations Contract:
<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2816>

The following documents are provided at: <http://www.dc.state.fl.us/business/ITN-20-050.html> with the exception of items marked as restricted must be requested from the Procurement Officer using Attachment IV, Non Disclosure Agreement for Restricted Information.

- Procedure 203.013 – Recycling Operation
- Procedure 204.004 – Statewide Farm and Edible Crop Program
- Procedure 204.002 – Food Service Standards
- Procedure 206.007 – User Security for Information Systems **(Restricted)**
- Procedure 206.010 – Information Technology Security Relating to HIPAA
- Procedure 401.003 – Management of Apparent Foodborne Outbreaks
- Procedure 401.009 – Prescribed Therapeutic Diets
- Procedure 401.015 – Employee Tuberculosis Screening and Control Program
- Procedure 503.006 – Religious Diet Program (RDP) Instructions
- Procedure 601.223 – Institutional Classification Unit, Institutional Classification Team, and State Classification Office
- Procedure 602.008 – Incident Reports – Institutions
- Procedure 602.037 – Tools and Sensitive Item Control
- Procedure 602.039 – Key Control and Locking Systems **(Restricted)**
- State of Florida, Department of Health, Rule 64E-11, Florida Administrative Code (F.A.C.) Food Hygiene
- State of Florida, Department of Corrections, Chapter 33, F.A.C., Rules
- Master Menu Manual

Related Department policies that are considered “Confidential” or “Restricted” and are unavailable for public release and must be requested by a Vendor via the completion of Attachment IV, Non-Disclosure Agreement for Restricted Information. The Vendor shall email this completed form to the Procurement Officer listed in Section 4.2, who will then coordinate the release of any “Confidential” or “Restricted” policies requested.

2.5 Goals of the Department and this ITN

The Department has specific goals relating to what it hopes to accomplish in a new Contract. These include, but are not limited to the following:

- Establish a single Contract to provide efficient privatized food services delivery with consistent, qualified staff that minimize the resources required by the Department;
- Ensure a smooth transition/continuation of services from the current Contractor, or Department-operated locations, to any new Contractor, minimizing disruption in the services provided;
- Establish a collaborative partnership with the Successful Vendor that will maximize service delivery, and assist the Department in meeting its goals within its available budget;
- Provide innovative solutions to provide positive programming for inmates and staff, enhance security, and minimize contraband in the Department's Institutions; and
- Expand the use of modern technology to enhance operations and improve the efficiency of Full-Service Food Operations.

2.6 Transition and Service Implementation

The Department intends to have a Contract executed soon after the award of this ITN. The Vendor must have the capability to begin implementation of services within 90 calendar days of Contract execution, allowing full implementation within 120 calendar days of Contract execution.

2.7 Term of Contract

It is anticipated that the initial term of the Contract shall be for a five (5) year period. At its sole discretion, the Department may renew the Contract for up to five (5) additional years, or portions thereof, per Section 287.057(13), F.S., at the same prices, terms, and conditions. Any renewal shall be contingent, at a minimum, on satisfactory performance of the Contract obligations by the Vendor, as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract, it will provide written notice to the Vendor no later than 60 calendar days prior to the Contract's expiration.

2.8 Pricing Methodology

The Department is seeking a solution that will provide the best value to the State. As part of the best value determination, interested Vendors must submit a Cost Reply, utilizing Attachment II, Price Information Sheet, along with their Technical Reply. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most competitive and innovative solution for services and resources, as this will be a consideration in determining best value. Vendors must provide the Cost Reply per the instructions in Section 4.8, Submission of Replies.

The Successful Vendor shall request payment via a per diem rate (per inmate per day) based upon the average population of incarcerated Inmates at the agreed-upon service locations, as reported in the Department's official monthly Average Daily Population (ADP) report. To ensure the Department obtains services at the best value, the Department reserves the right, during the negotiation phase of the ITN process, to consider alternate pricing models, service locations, or service offerings. The Department is also seeking solutions to provide upgraded menu items, possibly using an alternate pricing structure, within 30 days of the Department's notification that such menu items are necessary for specific Service Locations. A Vendor may propose such innovative solutions or alternate pricing models in **TAB F** of their Reply.

2.9 Value-Added Services

To further assist the Department in achieving the goals of this ITN, Vendors are encouraged to include innovative Value-Added Services in their Replies. Any Value-Added Services offered by a Vendor, if accepted by the Department, will become a requirement(s) of the Contract. The

Vendor's Reply should include a detailed description of any Value-Added Services the Vendor is offering the Department. These Services would be in addition to those services that meet the minimum service requirements and specifications included in Section 3 of this ITN, and any subsequent negotiation, and provided at no cost.

At no cost to the Department, for the duration of the Contract term and any subsequent renewals, the Department is especially interested in the following Value-Added Services; however, Vendors are encouraged to submit alternative Value-Added services that relate to the Department's goals for this ITN. The Department is especially interested in reviewing Vendor-proposed Value-Added Services that would make food service operations more efficient, expand dining options for inmates and staff, and include vocational training opportunities for designated inmates. **Vendors are encouraged to provide additional or innovative Value-Added Services, beyond those suggested in this Section.** While Value-Added Services are considered in the Evaluation Phase (see Section 4.11 of this ITN), Vendors are not required to propose a particular Value-Added Service, group of services, or any Value-Added Services to be considered responsive to this ITN.

2.9.1 Inmate Vocational Programming

The Department is working diligently with our stakeholders to increase the educational and vocational training opportunities available to inmates releasing into our communities. Their ability to find stable, well-paying employment is critical to their successful re-entry into society and to collectively reducing recidivism rates in the State of Florida. As a complementary program to its food service operations, the Department seeks a vendor who would implement one or more culinary arts certification programs in areas such as baking, food management, hospitality, etc., at appropriate service locations.

2.9.2 Staff Dining Options

Correctional settings are often stressful and challenging work environments. Due to entry and exit processes and shift coverage, staff often spend their breaks within the secure perimeter. The Department would like to explore dining options that could be made available to staff for purchase, including hot meals and, potentially, delivery to a dorm or housing unit within the facility. Vendors should keep in mind that personnel are not permitted to bring a credit card into the secure perimeter, and the Department would like to limit the need for cash, to the extent possible.

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SECTION 3 – SCOPE OF WORK

All services to be provided by the Vendor under the Contract shall meet or exceed the anticipated minimum requirements outlined in this ITN. Services shall be performed in strict compliance with the finalized requirements and rules, regulations and governance contained in this ITN, including changes or modifications finalized during the negotiation phase of this ITN.

3.1 General Description of Services

The Vendor shall supply complete Full-Service Food Operations, including management and oversight of food preparation and service, food products, labor, materials and expendable supplies necessary to feed Inmates, staff and official visitors at identified Department operated Institutions. All meals shall be prepared in accordance with the Department Master Menu utilizing Department-approved recipes. The Successful Vendor shall provide on-site management staff and line staff to oversee work performed by Inmates including meal preparation, meal service, and food service area clean-up. All services provided in the Contract shall achieve the service level outlined herein and accomplish the goals of this ITN. The Successful Vendor shall act in good faith during the negotiations, and in the performance of all Contract provisions.

The Successful Vendor shall meet all requirements, deliverables, and performance measures relating to the service areas identified. These service areas are described in additional detail below and include the following:

- Program Management Services
- Meal Preparation
- Meal Service
- Information Technology Services

These service areas are discussed in greater detail in Section 3.4.

3.2 Rules, Regulations and Governance

3.2.1 The Successful Vendor shall provide Full-Service Food Operations in accordance with all applicable local, State, and federal laws, rules and regulations, and Department rules and procedures applicable to the operation and oversight of services provided. These include but are not limited to Rule 64E-11 and Chapter 33 F.A.C. All such laws, rules, regulations, and procedures, current and/or revised, are incorporated herein by reference and are made a part of this ITN and the Contract, as applicable. In addition, the Vendor shall meet all State and federal constitutional requirements, all applicable court orders, and applicable American Correctional Association (ACA) standards. The Vendor and the Department shall work cooperatively to ensure service delivery is completed in compliance with all such rules and regulations.

3.2.2 The Vendor shall ensure that all its staff providing services under the Contract comply with prevailing ethical and professional standards, and the laws, rules, procedures, regulations, and court orders mentioned herein.

3.2.3 Should any relevant standards, laws, rules or regulations, or Department procedures change during the course of the Contract, the updated version will take precedence.

3.2.4 The Vendor shall pay for all costs associated with local, State, and federal licenses, permits, and inspection fees required to provide services under the Contract. All required permits and licenses shall be current, maintained on site, and a copy of the original and each renewal document is to be submitted to the Department's Contract Manager, or designee, no later than close of business prior to the expiration date of the document.

3.2.5 The Vendor agrees to modify or expand its service delivery, to comply with changes required by operation of law or due to changes in standards, Department mission, regulations, or as a result of legal settlement or consent order. Any changes, except for changes pursuant to Section 3.3.2, require continued compliance with State and federal law, statutes or regulations, legal settlement agreement or consent order, or Department policy, which will be made per Section 5.21, Contract Modifications.

3.3 Service Locations and Service Times

3.3.1 Institution/Facility Locations

The Correctional Institutions requiring service under the Contract are indicated in Attachment I, Service Locations.

3.3.2 Addition/Deletion of Service Locations, Meals or Related Products

The Department reserves the right to add or delete Service Locations upon 60-days written notice and make changes in meals or related products under the Contract, upon 30-days written notice from the Department's Contract Manager, or designee. The Department will accomplish additions or deletions of locations via a formal Contract amendment. Additions or deletions of meals or related products may be accomplished by formal contract communication and will not require a formal Contract amendment.

3.3.3 Service Times

The hours of food service operations are established by the Department and are subject to change. The Warden at each service location will set the time for each meal to begin at their institution. Generally, the Vendor shall serve meals three (3) times per day, including all holidays. In the event of an emergency, the hours of operation may be subject to change without prior notice. For non-emergent changes in the hours of operation, the Institution's Warden, or designee, will provide five (5) business days' written notice to the Vendor.

3.4 Service Areas

3.4.1 Program Management Services

3.4.1.1 Description

The Successful Vendor shall be responsible for all food service operations at the Department's Service Locations listed herein. Program Management Services are those which apply broadly to all aspects of the Contract, and include, but are not limited to: staffing, reporting and other administrative functions.

The Department will look to the Vendor's leadership to ensure smooth and successful delivery of services as part of Program Management Services provided.

3.4.1.2 How Service is Provided Today

At three (3) Major Institutions and six (6) satellite locations, the current contractor, Trinity Services Group, Inc. (TSGI) supplies full-service food operations, including management and oversight of food preparation and service, food products, labor, materials and expendable supplies necessary to provide food for Inmates, and in some instances, staff and official visitors. All meals are prepared in accordance with

the Department's Master Menu using the Department-approved Food Production System (FPS) , which will enable recipes to be increased or decreased according to the quantity of meals required. TSGI provides management staff and line staff to oversee work performed by the assigned Inmates for the complete provision of food service operations including meal preparation, meal service and cleanup.

3.4.2 Program Management Minimum Requirements

Program Management Requirements (PGM)	
No.	Requirement
PGM-001	<p>The Vendor shall be responsible for all administrative functions and office support (e.g. clerical assistance, office supplies, copiers, other office equipment, and provision of related documents, as required) to effectively and efficiently operate their services and meet all contractual obligations.</p> <p>The Vendor may utilize the existing telephone lines dedicated to the food service area for internal institutional communication, upon approval of the Service Location's Warden. If the Vendor utilizes any existing phone lines for off-site access, the Vendor will provide payment for use of that line and deduct this cost for use from its monthly invoice to the Department. The Vendor shall be responsible for all costs associated with the telephone service in the food service area. The telephone devices and/or computer service must be approved by the Department's OIT area prior to installation. Inmates are prohibited from using these devices, and the Vendor must secure all devices.</p>
PGM-002	The Vendor shall maintain positive, constructive and effective working relationships with the Department's staff, the community, if required, and the Department's other contractors, in support of the Contract.
PGM-003	The Vendor and their staff shall comply with Attachment XI, Security Requirements for Contractors, and all of the Institutions' security policies. Violations of these rules could result in termination of the Contract. The Vendor shall contact, within 10 calendar days of execution of the Contract, all Institutions, to obtain a copy of any specific institutional operational policies.
PGM-004	All Vendor and any subcontractors providing services under the Contract shall have the ability to understand and speak English, to allow for effective communication between the Vendor, Department, and all customers. The Vendor shall only employ individuals who are legally and eligible to work according to federal and State law.
PGM-006	The Vendor shall maintain ACA accreditation standards as related to food service operations at accredited Institutions.
PGM-007	The Vendor shall establish and maintain a system to ensure any staff and subcontractors working on the Contract are knowledgeable of, and adhere to, all applicable statutes, rules, Department policies and procedures, manuals, and forms relating to service delivery under the Contract. Staff and subcontractors shall be trained by the Vendor's designated staff person and given routine access to all policies and procedures that pertain to their job responsibilities.
PGM-008	Security procedures at Correctional Institutions are a priority. These start with security screening when entering and exiting the Institution, and will include a thorough inspection of personal property upon arrival. No additional

	compensation will be made for time involved in adhering to security requirements. The Vendor shall submit to security searches and screenings, and if bringing tools, shall provide the Institution's staff with a tool inventory sheet upon arrival and follow the Institution's tool management procedures.
PGM-009	The Vendor shall submit an Initial Staffing Plan with its Reply, and then submit a Final Staffing Plan for the Department's review and approval, prior to service implementation and within 10 business days of Contract execution. This Staffing Plan must identify all anticipated positions and ensure compliance with the requirements outlined in this ITN. The Vendor shall update the Staffing Plan quarterly, as needed, or as determined by the Contract Manager, or designee.
PGM-010	The Vendor shall ensure appropriate staffing levels under the Contract, in accordance with its Department-approved Final Staffing Plan. The Vendor shall ensure that staff providing services are highly trained and qualified, able to provide services at the level of competency found for each particular position.
PGM-011	Tuberculosis (TB) Screening/Testing: The Vendor shall ensure their staff (including any subcontractor staff) providing services under the Contract at a Department Service Location are screened and/or tested for TB prior to the start of service delivery. The Vendor shall ensure that its staff and subcontractors providing services under the Contract are also re-screened/re-tested annually thereafter, as required by the Department's Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Vendor shall provide the Institution's Environmental Health Safety Officer (EHSO) with proof of testing prior to the start of service delivery at each Food Service Location and annually thereafter. The Vendor shall be responsible for obtaining the TB screening/testing and shall bear all costs associated with TB screening/testing for its staff and any subcontractor staff.
PGM-012	One (1) week prior to the scheduled implementation date at any service location, the Vendor shall provide a staff roster for that service location to the Department's Contract Manager, or designee. This roster will include each staff person's name, position title, date of approved background screening, and confirmation documentation of Tuberculosis (TB) testing, and other required documents for hire as determined by the Contract Manager, or designee.
PGM-013	Within five (5) business days of Contract execution, and annually thereafter, the Vendor shall provide the Department with an overview of its organization, specifically those staff assigned to the services included in this ITN, including an organizational chart, position descriptions for on-site staff, and other relevant organizational information.
PGM-014	The Vendor shall provide the following minimum key administrative staff positions in support of the Contract: <ul style="list-style-type: none"> a. Chief Executive Officer (or equivalent title) - The Chief Executive Officer (CEO) is the highest-ranking officer in the Vendor's company or organization. b. Administrative Project Manager for Food Service Operations (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', within the last five (5) years, of management-level experience, providing direct administrative oversight of a food service operation or experience of a similar nature.

	<p>c. District/General Manager(s) for Food Service Operation (or equivalent title) - The District/General Manager(s) is the individual(s) who will have oversight of operations at each Institution and related facilities. They will oversee each Institution's Food Service Director, to ensure all operations are managed following contract requirements.</p>
PGM-015	<p>Conduct and Safety Requirements:</p> <p>When providing services to the Inmate population or in a correctional setting, the Vendor shall adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C., and all of the Department's personnel policy and procedure guidelines, particularly its rules of conduct, employee attire, security procedures, and any other applicable rules, regulations, policies and procedures of the Department.</p> <p>In addition, the Vendor shall ensure its staff adhere to the following requirements:</p> <ol style="list-style-type: none"> The Vendor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another; The Vendor's staff shall not interact with any Inmate, except as related to services provided under the Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate, an Inmate's family, or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors, or services to Inmates, their family, or close associates; The Vendor's staff shall not enter any business relationship with Inmates or their families (example – loans, selling, buying, renting, leasing, or trading personal property), or personally employ them in any capacity; The Vendor's staff shall not have outside contact (other than incidental contact) with an Inmate or their family or close associates, except to complete those services that are to be rendered under the Contract; The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor or the State. In providing services pursuant to the Contract, the Vendor shall ensure that its employees avoid both misconduct and the appearance of misconduct; At no time shall the Vendor's staff, while delivering services under this Contract, wear clothing that resembles or could reasonably be mistaken for an Inmate's uniform, any correctional officer's uniform, or clothing that bears the logo or other identifying words or symbol(s) of any law enforcement or correctional department or agency; Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by telephone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Vendor to appropriate action, up to and including termination of the Contract; and The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.
PGM-016	<p>Staff Background/Criminal Record Checks:</p> <ol style="list-style-type: none"> The Vendor shall obtain a Level II background screening, which includes fingerprinting to be submitted to the Federal Bureau of

	<p>Investigation (FBI), and results must be submitted to the Department's Contract Manager, or designee, prior to any current or new staff being hired or assigned to work under the Contract, with the exception of currently employed Department employees. The Vendor shall bear all costs associated with this background screening.</p> <ul style="list-style-type: none"> b. No person who has been barred from any Department Institution shall provide services under the Contract. c. The Vendor shall not permit any individual to provide services under the Contract who is under the supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Vendor's company that are independent of the Contract. The intent of this provision is to ensure that no employee of the Vendor, under any such legal constraint, has contact with or access to any records of Inmates who are sentenced to Service Locations under the Contract. d. The Vendor shall disclose any business or personal relationship its staff person(s), officer(s), agent(s) or potential hire(s) may have at the time of hiring or any time thereafter with anyone presently incarcerated or under the supervision of the Department. e. The Vendor shall provide an initial report of any new arrest, criminal charges, or convictions of a current employee, or subcontractor, under the Contract within 24 hours of discovery <p>A criminal history does not automatically preclude the Vendor from hiring the proposed employee. However, the Department reserves the right to review the criminal history prior to a final hiring decision in such cases. Generally, two (2) years with no criminal history is preferred. In addition to the initial report, the Vendor shall provide a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, an arrest, 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 \$200 or less), or when the Vendor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.</p>
PGM-017	<p>On a quarterly basis, the Vendor shall provide a Management Staff Review Report by Region and location to the Department's Contract Manager, or designee. The Management Staff Review Report shall include:</p> <ul style="list-style-type: none"> a. All management positions that supervise other Contract staff and/or Inmates; b. A list of all staff requiring facility clearance for entrance into the Service Location; c. All staff added and/or removed from service working under the Contract since the prior report; and d. A full staffing report to include the following for all positions providing services under the Contract: <ul style="list-style-type: none"> 1. position title; 2. start date; 3. date of required training completion; 4. credentials (if applicable); 5. date of E-Verification for any I-9 completion; 6. the dates of all TB testing; 7. the date of the successful background screening; and

	<p>8. the last four (4) digits of the staff person's social security number and date of birth (month and day only) for any staff person who began providing services under the Contract since the last Management Staff Review Report was submitted.</p>
PGM-018	<p>The Vendor shall have a Food Service Director on-site at each Service Location during business hours (typically Monday – Friday, 8:00 a.m. – 5:00 p.m., Local Time, excluding State-recognized holidays) to oversee contractual operations and respond to Full-Service Food Operations' issues. This employee must have the capacity and authority to make operational decisions on behalf of the Vendor.</p> <p>At least one week prior to service implementation at a Service Location, Vendor shall provide the name(s) and contact information for the assigned Food Service Director and at least one (1) other person who may be contacted to make decisions regarding contractually-required services when the Food Service Director is unavailable to the Service Location's Warden.</p>
PGM-019	<p>The Vendor shall be required to maintain communication with the Department's Contract Manager, or designee. The Department's Contract Manager, or designee, will refer decisions related to security policies and procedures to the Office of Institutions. The Department's Contract Manager, or designee, will address all issues relating to menu items, invoicing, payment, and other contractual obligations.</p>
PGM-020	<p>The Vendor shall provide a Preliminary Implementation and Transition Plan in their Reply, and then develop a Final Implementation and Transition Plan to provide to the Department within 15 calendar days of Contract execution.</p> <p>Both the preliminary and final versions of this plan shall include a timeline listing of all major transition activities through full implementation, with responsible parties identified (including actions required by the current contractor if the Service Location is currently receiving similar services), and timelines of required activities through full implementation. To ensure successful transition, the Vendor shall:</p> <ol style="list-style-type: none"> Meet with the Department's Contract Manager, or designee, within three (3) calendar days of the Contract's execution, to discuss the Vendor's proposed Implementation and Transition Plan, and ensure an orderly and efficient transition; Provide regular reports to the Department's Contract Manager, or designee, not less than weekly, on the status of filling any vacant positions and the general status of contract implementation and transition through implementation; Submit their Final Implementation and Transition Plan to the Department's Contract Manager, or designee, for approval within 15 calendar days of Contract execution. The Final Implementation and Transition Plan shall be designed to provide seamless transition with minimal interruption of services. Final transition at each Service Location shall be coordinated between the Vendor and the Department's Contract Manager, or designee; Commence provision of services in adherence to the Contract, in accordance with the Department-approved Final Implementation and Transition Plan; and Assume 100% responsibility for the delivery of all related services at each designated Service Location utilizing a regional, phased approach, within 90 calendar days of Contract execution, or at 12:00

	a.m., Local Time., on the agreed-upon implementation date per Service Location.
PGM-021	Prior to implementation, the Department and Vendor will establish a plan to inventory all food and non-food products at each Institution and related facility to determine the value and baseline upon the first day of the Vendor's full service food operation. The Department and the Vendor will provide additional staff to ensure this inventory documentation is complete and agreed upon. Any food and non-food products remaining at the facility will be deducted from the first month's invoice to compensate the Department for the value.
PGM-022	Prior to implementation, the Department and Vendor will inventory the smallwares to document the amount available on the first day of service. The Department will provide the minimum inventory of smallwares based upon the Inmate maximum population and kitchen design.
PGM-023	<p>The Vendor shall:</p> <ul style="list-style-type: none"> a) Possess and maintain documents material to the Contract, including but not limited to, current copies of all required State and federal licenses, permits, registrations and insurance documentation; b) Ensure all required and appropriate operating licenses, permits, registrations and insurance are acquired prior to any implementation and transition date; c) Post licenses and permits in accordance with statutory requirements and Department policy; and d) Maintain current copies of the foregoing documents which include, but are not limited to: <ul style="list-style-type: none"> a. The face-sheet of the current insurance policy showing sufficient coverage; and b. Any applicable State and/or federal licenses related to services provided under the Contract. <p>In addition, the Vendor shall ensure all required licenses, permits, and registrations remain current and in good standing throughout the term of the Contract. Any revisions or renewals to the above documents made during the Contract period shall be submitted to the Department's Contract Manager, or designee, no later than close of business the calendar day before the expiration date of the document.</p>
PGM-024	The Vendor shall develop, implement, and manage a system for tracking and ensuring a timely response to all Inmate grievances, inquiries, or complaints made by Inmates, and individuals inquiring on their behalf (family members, personal representatives, elected officials, the Executive Office of the Governor, etc.), for issues involving Full Service Food Operations. The Vendor shall respond to grievances in strict compliance with current laws, rules, regulations and policies. The Vendor shall propose timeframes for dispute resolution, which must be approved, in writing, by the Department's Contract Manager, or designee. The Vendor shall provide any related documentation and/or reports, requested by the Department, to the Department's Contract Manager, or designee, within five (5) business days of the request.
PGM-025	The Vendor shall provide assistance to the Department's staff regarding responses to Inmate requests, grievances, or grievance appeals, in accordance with all laws, rules, regulations, and the Department's policies.

PGM-026	The Vendor shall provide additional staff and/or Inmate training, as needed, to promote understanding of the services provided, and ensure compliance with new or revised laws, rules, procedures, and regulations that relate to their service provision under the Contract.
PGM-027	The Vendor shall maintain an acknowledgment sheet (paper or electronic version) documenting their employees'/subcontractors' signatures to affirm that employees/subcontractors have read and understand the Department's related and applicable policies and procedures before providing services under the Contract. This should be completed prior to service implementation and transition, and then annually thereafter for the entire Contract term. These acknowledgment sheets should be made available to the Department upon request.
PGM-028	Reporting of Incidents: The Vendor's staff are required to report various incidents per Department Procedure 602.008, Incident Reports - Institutions. The Vendor's staff are required to complete a statement of the circumstances and details of an incident they have witnessed which otherwise requires escalation, pertaining to an unusual or suspicious event involving an Inmate, employee, or member of the public as soon as possible and no later than the end of the shift. The Vendor's staff will complete and legibly sign the incident report (Form DC6-210) using her/his full name. If the Vendor's staff is unsure whether an incident warrants completion of an incident report, they shall notify her/his immediate supervisor. The Vendor's staff shall also notify the Food Service Location's Shift Supervisor of the incident prior to the completion of the incident report(s). The Shift Supervisor will determine which employees will prepare incident reports if numerous employees/contractors witness the same incident. Vendor staff who witness the abuse of an Inmate may file a Form DC6-210, as established in Rule 33-602.210(12), F.A.C., without prior notification to the Shift Supervisor.
PGM-029	The Vendor must ensure it has the ability to track and report its performance, relating to all performance measures in Section 3.5, on a weekly, monthly, quarterly, and annual basis as indicated. Vendors may need to develop logs, tools, or systems to support this tracking. The Vendor's proposed methods to measure and track performance should be included in the Vendor's Reply.
PGM-030	The Department is not responsible for any education/training required by the Vendor's staff to perform their duties under the Contract.
PGM-031	Satellite facilities shall begin receiving services at the same time as the Major Institution which provides the satellite facility's oversight.
PGM-032	Inventory Control and Product/Property Loss: It is the sole responsibility of the Vendor to secure and maintain appropriate insurance coverage for inventory control and product/property loss.
PGM-033	The Vendor shall comply with the Department's Procedure 602.039, Key Control and Locking Systems. The Department will ensure that the Vendor has reasonable access to the Food Service Operations and the Institution's food service areas during all hours of normal operation and at other reasonable times requested by the Vendor. All food service keys and locks will be provided by, maintained by, and shall remain under the exclusive control of the Department during the Contract term.
PGM-034	The Vendor shall establish and maintain a network of food suppliers sufficient to ensure the provision of all services outlined in this ITN.

PGM-035	The Department will designate existing secure food service storage space (including refrigerated space) for use by the Vendor. The Vendor shall be responsible for providing all additional equipment, to conduct the receipt, storage, and transport of products during the life of the Contract. If a Department-owned forklift is available, the Contractor may use it; however, if no functional forklift is available then the Contractor will provide a forklift and ensure it remains in good working order throughout the term of the Contract. The forklift will become the property of the Department upon execution or termination of the Contract. The Department will provide food service space for the on-site storage of food operation products and the Vendor may also utilize any existing shelving units, as available.
PGM-036	The Vendor's staff must be available to receive food service-related deliveries. Department staff shall not verify, receive, or sign for Vendor food service shipments.
PGM-037	Typically, food products are unloaded at the rear gate by Inmates and are taken to the food service area.
PGM-038	The Vendor shall be responsible for ensuring that products are ordered, and deliveries made, in accordance with the delivery schedules and security procedures established by the Warden at each Institution, including inspection of each delivery received and removal and disposal of shrink wrap and other plastic packaging. Each Institution requires advance notification of all non-scheduled deliveries.
PGM-039	The Vendor may use Inmates, assigned to work in the food service area, to assist in service provision; however, Inmates will not be considered employees of the Vendor in any manner. The Department will determine the Inmates assigned to assist the food service area.
PGM-040	The actual number of Inmates available shall be agreed upon by the Warden, or designee, and the Vendor, and the number will be reviewed and/or revised, as necessary. The Department's Contract Manager, or designee, will assist with resolving any related issues.
PGM-041	The Vendor may request the Warden remove any Inmate from his/her work assignment. If so requested, Inmates shall be replaced by the Department within seven (7) calendar days.
PGM-042	No Inmate shall be assigned to any position that requires supervision of another Inmate.
PGM-043	Monthly Evaluations of Inmates: The Vendor shall ensure that any Inmate assigned to work in the food service area receive a monthly Gain Time Rating. At each Service Location(s), the Vendor shall complete the Department's monthly performance evaluation form for each Inmate assigned to work in the food service area. The Vendor's Food Service Director shall submit the completed, monthly performance evaluation forms to the Service Location's classification office by the 10 th calendar day of each month.
PGM-044	The Vendor shall make available all training materials to the Department and ensure that all its staff are trained in safe food handling and proper sanitation on an annual basis. The Vendor shall maintain a sign-in sheet documenting employees' signatures and dates of required training and provide the documentation upon the Department's request.

PGM-045	The Vendor's on-site Food Service Director shall be required to attend Department's management meetings held at each Institution, and regional or statewide meetings, as requested by the Department.
PGM-046	The Vendor shall be responsible for all expenses relating to the Vendor's attendance at any Department-required training and/or meeting.
PGM-047	The Vendor's staff shall immediately correct non-compliant food safety issues upon notification during a monitoring visit.
PGM-048	The Vendor shall work with the Warden at each institution and must obtain written approval (email is acceptable) from each Warden prior to implementation of services at each Food Service location.

3.4.3 Meal Planning and Preparation Services Minimum Requirements

3.4.3.1 Description

The Vendor shall provide all food service meals at Food Service Locations in accordance with the Department's Master Menu, in a Department-approved method, and will comply with all guidelines required by Rule 64E-11, F. A. C. The Department's Contract Manager, or designee, will provide a 30-day written notice for any changes to the Master Menu.

3.4.3.2 How Service is Provided Today

The current Contractor provides Full-Service Food Operations, including management and oversight of food preparation and service, food products, labor, materials and expendable supplies necessary to provide meals at Food Service Locations in accordance with the Master Menu.

The Current Contractor is responsible for:

- Administrative functions and office support, including staffing;
- Providing all related office supplies and office equipment;
- Providing all disposable non-food items;
- Providing a Food Service Manager at each Service Location;
- Providing line staff that meet the Department's staffing pattern requirements;
- Receiving and inspecting all related deliveries to each institution/facility;
- Evaluating the performance of the Inmates working in the food service areas on a monthly basis;
- Securing and providing insurance coverage to cover any losses suffered by property destruction, fire, or theft;
- Maintaining an inventory of small ware items at original levels from contract start up; and
- Providing information to the Warden, or their designee, relating to Inmate grievances.

In the current Contract, the Department is responsible for the following:

- Providing a current Master Menu and other related operational information;
- Providing Inmates assigned to assist Contractor staff;
- Providing Department-owned forklifts and staff operators when and where available for the storage, and transportation of products; and
- Routing related Inmate grievances to TSGI for appropriate handling.

3.4.4 Meal Planning and Preparation Minimum Requirements

Meal Planning Requirements (MPP)	
No.	Requirement
MPP-001	The Vendor shall provide all meals in accordance with Rule 64E-11, F.A.C. and in compliance with the Department's Master Menu. The Vendor shall provide Inmates only one (1) meal tray per meal.
MPP-002	The Vendor must comply with the Department's Procedure 204.002, Food Service Standards. The Department will monitor all aspects of compliance with this procedure, including Specific Procedures (7) Food Safety.
MPP-003	The Vendor shall provide all meals specified in the Department Master Menu Manual and the Religious Diet Program in accordance with the approved menu and Rules 33-204 and 33-503.001(12), F.A.C.
MPP-004	<p><u>Confinement/Close Management/Infirmary Meals</u></p> <p>The Vendor's staff shall supervise the preparation of meals in accordance with the Department Master Menu for Inmates assigned to confinement areas or to the infirmary. The transportation and delivery of the meals prepared shall be accomplished using assigned Inmates and shall be supervised by the Department's security personnel. All meals will be delivered in pre-portioned individual serving trays or appropriately packaged per meal type and shall be served in such a manner as to maintain food temperature requirements. The Vendor is responsible for providing Department-approved replacement carts or other equipment required to transport meals.</p>
MPP-005	<p><u>Bagged Meals</u></p> <p>The Vendor shall provide meals in accordance with the Department's Bagged Meal Menu. Inmates who are unable to receive the regular institution meal due to security lockdowns, inmate work assignment, emergency, or other reason determined by the Department, will receive bagged meals. The Vendor shall deliver bagged meals to the control room or sally port gate when requested by institutional staff.</p> <p>Bagged meals for staff during emergency situations shall be made available upon request of the Warden, or designee, and will be invoiced separately from the Contract at a cost of one third (1/3) of the per diem rate. Food temperature requirements shall apply to bagged meals. Written documentation (email notification is acceptable) authorizing such meals by the Warden, or designee, will be required with any payment request.</p>
MPP-006	<p><u>Modified Diets</u></p> <p>The Vendor shall provide meals for specific Modified Diets which must include any diet foods specified by the Department's Bureau of Contract Management and Monitoring. Modified Diet meals should be served according to the recipes and menus in the Modified Diet. Modified Diets are prescribed from a list approved by physicians, dentists, or clinical associates in each Institution's medical unit. Snacks are considered part of the Modified Diet and are not billed separately.</p>
MPP-007	<p><u>Alternate (Meatless) Entrees</u></p> <p>The Vendor shall provide alternate (meatless) entrées as required by the Department's Master Menu. The alternate (meatless) entrées are designed to provide meal options for Inmates who choose to abstain from meats in their</p>

	diets. Inmates shall be given a choice of the regular (with meat) or alternate (meatless) entrée. The vegan meal pattern, which is also part of the alternate entrée program, provides meal options for Inmates who choose to avoid eating any animal products.
MPP-008	<p><u>Staff and Official Visitor Meals</u></p> <p>The Vendor shall ensure that meals for staff or official guests are provided for a price, as referenced in Rule 33-204.005, F.A.C. Upon request provided by written notification by the Department's Contract Manager, or designee, the Contractor shall provide enhanced meals (a meal prepared separately from the Master Menu which may contain food items differing from the Department's Master Menu) at a mutually agreed-upon price. The Master Menu meal and the enhanced meal are paid for by the staff or guest directly to the Vendor, and are generally not paid for by the Department. The Vendor shall ensure that Inmates do not handle any money at any time. The Vendor shall maintain documentation for the number of staff and visitor meals served. These meals will not be included in the Contract monthly invoice. The Warden may, at times, authorize meals to be served without charge to official visitors and staff in accordance with Rule 33-204.005, F.A.C. These meals shall be invoiced separately to the Department. Written documentation (email notification is acceptable) authorizing such meals by the Warden, or designee, will be required with any payment request for meals served to staff or visitors, which are approved for payment by the Department.</p>
MPP-009	<p><u>Outside Government Agencies Meals</u></p> <p>The Vendor shall provide additional meals for entities under contract with the Department, (such as county jails) upon 30 calendar days written notification from the Department's Contract Manager, or designee. Outside Government Agency meals shall be prepared in accordance with the Department Master Menu and shall be included separately on the Vendor's invoice to the Department at a cost of one third (1/3) of the per diem rate per meal. A formal communication will be communicated by the Department Contract Manager, or designee, establishing processes for the meals. Monthly documentation for Outside Government Agency meals will be provided as directed by the Department's Contract Manager, or designee.</p>
MPP-010	<p><u>Substitutions to Master Menu</u></p> <p>The Vendor shall provide meals in accordance with the Department's Master Menu. Meals with pre-approved substitutions must not exceed 10% of all meals served. In the event of facility lock-down, power outage, or other emergency at no fault of the Vendor, meals must be served in a Department-approved manner, which typically results in the provision of sacked lunches or service from a contingency menu. The contingency menus are incorporated in the Master Menu Manual.</p>
MPP-011	<p><u>Approved Recipes and Portions</u></p> <p>The Vendor shall ensure that the Department's approved recipes are used in the preparation of meals on the Department's Master Menu. The Vendor shall ensure that the food items served are the portion sizes required per the Department's Master Menu and all required meal items are placed on the Inmates' trays.</p>
MPP-012	<p><u>Food Service Receiving/Distribution:</u></p> <p>The Vendor shall be responsible for purchasing, receiving, storing, accounting for, and inspecting, all products necessary for Full-Service Food Operations.</p>

3.4.5 Meal Service Operations Minimum Requirements

Meal Service Operations Requirements (MSO)	
No.	Requirement
MSO-001	<u>Daily Inmate Count/Meal Counts</u> The number of Inmate meals served will be verified and agreed upon by the Vendor and Department staff at the conclusion of each meal.
MSO-002	The Vendor shall be responsible for purchasing and receiving all food necessary to prepare meals in accordance with the Department's Master Menu for the number of inmates as determined by the midnight census at each Service Location. The Department will provide a list of pre-approved products that must be utilized for ordering all food items. The quality of the food products and serving portions must comply with the Master Products List and Master Menu requirements. The Vendor must receive written approval in advance from the Department's Contract Manager, or designee, for any product variance from the Master Products List.
MSO-003	The Vendor shall purchase fresh produce from the Department's Farm and Edible Crops Program. The Department will determine the value/pricing of farm produce provided to the Vendor based on market price research and will be noted on the DC2-410 Form. The Department will provide produce when seasonably available and in field-grade quality. No single, Inmate-grown, produce type may be utilized more than once (1) per day unless incorporated in a recipe. The value of the farm produce provided by the Department to the Vendor will be deducted from the Vendor's monthly invoice. The Department will distribute its farm produce, based upon availability and participation rates. Farm produce will be delivered only to main institutions.
MSO-004	The Vendor shall be responsible for ensuring that all food supplies are ordered, and deliveries received in accordance with the delivery schedules and security procedures established at the designated institution and/or facility. Each Institution and/or facility requires advanced notification of all unscheduled deliveries.
MSO-005	The Vendor shall be responsible for ensuring that all equipment is utilized and cleaned in accordance with the manufacturers' operating manuals and the cleaning chart in Procedure 204.002. It is the Vendor's responsibility to have the operating manuals available at each Service Location. The Vendor shall operate, clean, and maintain the food service equipment properly to minimize equipment breakage or abuse. In the event the Department determines that equipment has been damaged or abused due to inadequate Vendor oversight or other Vendor negligence, the Vendor shall be liable for repair and/or replacement of the equipment.
MSO-006	The Vendor shall be responsible for the replacement and/or repair of food service equipment and small wares that become damaged or otherwise unserviceable due to wear and tear.
MSO-007	At the Vendor's expense and upon written approval from the Department's Contract Manager, or designee, the Department will permit the Vendor to install its own additional food service equipment (in addition to the Department-owned items currently installed at the Institutions/facilities included in this contract). Any additional equipment purchased and installed by the Vendor shall be owned and maintained by the Vendor, at the Vendor's expense, and shall be retained by the Vendor at Contract termination. The Vendor shall provide written documentation to the Department Contract Manager, or designee of all food service equipment

Meal Service Operations Requirements (MSO)	
No.	Requirement
	installed by the Vendors at food service locations. Any additional equipment purchased, installed, repaired, replaced, or modified by the Vendor shall meet or exceed the Department's minimum standards for functionality, sanitation and security as determined by the Bureau of Contract Management and Monitoring.
MSO-008	Weekly, the Vendor shall submit a completed DC2-210, Maintenance Work Request, to the Food Service Location's Warden, or designee, to request repair of the food service building or Department-owned food service equipment.
MSO-009	The Vendor shall provide all equipment (e.g. pallet-jacks, carts and other transport equipment) used for the transportation of food products from the warehouse to the food service area. Department staff will provide warehouse assistance using a forklift, if requested and available. Equipment purchased by the Vendor must meet Department security guidelines and shall be owned and maintained by the Vendor at the Vendor's expense.
MSO-010	The Vendor shall operate the food service area, in each Institution, in an energy efficient manner.
MSO-011	The Vendor shall provide for the removal of food waste and the cleaning of grease traps. This includes provision of any necessary containers for transport of food waste from designated locations and the cleaning of all grease traps. Grease traps and grease interceptors shall be pumped and cleaned by a Department approved subcontractor at least three (3) times per year. The materials removed during grease trap cleaning shall be removed from the premises for disposal and shall not be deposited in the plumbing system or sewage system. The Vendor shall comply with applicable State and local regulations regarding the handling of food waste removal and grease trap cleaning and is responsible for any cost(s) associated with this service. The Vendor is solely liable for any penalties or fines associated violation of regulations regarding food waste removal and grease trap cleaning. If the Vendor chooses to create swill and contract for the removal, services shall be coordinated through the Warden of the Food Service Location.
MSO-012	The Vendor shall provide and identify in the Staffing Plan on-site management staff who will be responsible for the total provision of Full-Service Food Operations. These management staff members shall be required to be on-site a minimum of five (5) days a week, eight (8) hours per day. The Vendor shall track and document the actual schedules worked by management staff and maintain this documentation at each Food Service Location. The two (2) remaining days of the week may be supervised by management staff or lead food service line staff with the authority to make operational decisions on the Vendor's behalf. The Vendor shall provide corporate support and site visitations to the extent necessary in order to achieve a successful operation.
MSO-013	The Vendor shall provide food service line staffing to oversee work performed by Inmates assigned to the food service. Inmate work may include, but is not limited to, preparing meals, serving meals, receiving deliveries, and cleaning/sanitizing the area.
MSO-014	<p>The Vendor shall provide a Staffing Plan subject to approval by the Department's Contract Manager, or designee, for the provision of services outlined herein. The positions shall be full-time positions or a combination of part-time staff to cover the Department-approved staff pattern schedule.</p> <p>The Vendor shall maintain the minimum staffing requirements and scheduled hours of coverage during the life of the Contract, and shall ensure that all Vendor management and line staff positions are filled for the entire scheduled work period(s), and shall ensure that its staff are physically present at the Food</p>

Meal Service Operations Requirements (MSO)	
No.	Requirement
	Service locations as scheduled. Any changes to the minimum staffing plan and schedule must be approved in advance, in writing, by the Department's Contract Manager, or designee.
MSO-015	The Vendor shall have direct oversight, be responsible for, and monitor the performance of all Vendor staff performing services under this Contract.
MSO-016	The Vendor shall ensure that at least one (1) Certified Food Manager is on duty at all times as required by Rule 64E-11, F.A.C.
MSO-017	Under no circumstances shall any management staff position remain vacant, without permanent staff for more than 60 calendar days. The Vendor shall provide temporary management staff if necessary, until the position is permanently filled.
MSO-018	The Vendor shall be responsible for ensuring its staff are on-site to open the kitchen and begin meal preparation at the designated time. The Vendor's staff will be considered late seven (7) minutes past the designated time. The Vendor's staff will also be responsible for staying on-site until the food service area is cleaned and closing is finalized. The Vendor shall be in violation of the Contract if the institution documents that the Vendor's staff did not arrive on time or left prior to the complete closing.
MSO-019	The Vendor will work with the Service Location's Warden and must receive written approval from that Warden prior to implementation of services at each Food Service Location. The Vendor shall ensure that meal service begins within the following time ranges, subject to adjustments as determined by the Warden: breakfast, from 5:30 a.m. to 6:00 a.m.; lunch from 11:30 a.m. to 12:00 p.m.; and dinner, from 4:30 p.m. to 5:00 p.m., local time. Meals shall be served cafeteria-style, unless otherwise stated. All meals shall be served consecutively and with no serving line delay exceeding 15 minutes between Inmates being served, except when authorized by the Warden, or designee, on the DC2-418 Form.

3.4.6 Technology Requirements

Due to the Department's limited network resources, the Vendor will be required to establish and maintain their own information technology network, if such network is required for the provision of services. The Department shall provide approval and oversight of the following requirements.

Information Technology Requirements (OIT)	
No.	Requirement
OIT-001	The Vendor shall be responsible for providing all its staff with technology supplies, as needed, including: computers, software, printers, copy machines, and copy paper necessary for service provision.
OIT-002	Continuity of Operations Plan (COOP) The Vendor shall continue support of its services following an emergency that affects the Vendor and systems it maintains or those maintained by the Department. Following an emergency affecting the Vendor's network, infrastructure, and related production systems, the Vendor must provide access and use of a backup system with the same functionality and data as its primary system.

Information Technology Requirements (OIT)	
No.	Requirement
OIT-003	Change Management The Vendor shall not make changes to the proposed technology solution, including the Proposed Network, without the prior written approval of the Department. The Department's change management process includes expedited approval for emergency system failure changes.
OIT-004	Wireless Connectivity The Vendor shall not use any wireless network connectivity without WPA-2 encryption and the Aruba MAC-AUTH Authentication Method.
OIT-005	Disaster Recover (DR) The Vendor's Reply shall include separate plans for COOP and DR. Each plan shall include an annual exercise to validate success and the Vendor shall be responsible for conducting each exercise with engagement from the Department. Each plan shall be reviewed annually and submitted to the Department's Contract Manager, or designee, for annual approval.

3.4.7 Other Requirements

3.4.7.1 Staff Qualifications

The Vendor shall ensure that staff providing services are appropriately trained and qualified, and retain any required ServSafe Certification at each Service Location.

3.4.7.1.1 Food Service Director Minimum Qualifications

- a. A High School Diploma or GED and three (3) years of professional food service management experience; or
- b. Associate degree or above from an accredited college or university with a major course of study in hotel and restaurant management, institutional management, food and nutrition or food science, current certification as a Certified Food Manager as required by Rule 64-E11, F.A.C., and one (1) year of professional food service management experience and
- c. Exceptions to these qualifications must be approved in writing by the Department's Contract Manager, or designee.

3.4.7.1.2 Management Staff Knowledge, Skills and Abilities

- a. Knowledge of the principles and practices of supervision and management.
- b. Knowledge of the principles and techniques of food service planning.
- c. Knowledge of food service management principles and techniques.
- d. Knowledge of food service safety and sanitation procedures.
- e. Ability to plan and direct a food service program including the purchasing, storing, preparation and serving of food at an institution.
- f. Ability to utilize problem-solving techniques.
- g. Ability to develop various reports.
- h. Ability to prioritize work load.
- i. Ability to supervise people.
- j. Ability to determine work priorities, assign work and ensure proper completion of work assignments.

- k. Ability to communicate effectively.
- l. Ability to establish and maintain effective working relationships with others.
- m. Ability to understand and apply applicable rules, regulations, policies and procedures.

3.4.7.2 Security

The Department shall provide security and follow security procedures to protect the Vendor's equipment. The Department's security procedures shall supersede any procedures the Vendor has established in relation to Full Service Food Operations. The Department's security procedures will provide direction for the management and transport of all items and equipment relating to Full Service Food Operations. The Vendor shall ensure its staff adhere to all policies and procedures regarding transportation, security, custody, and control of Inmates.

In addition, the Vendor must comply with all security requirements as directed by the Warden. This may include, but is not limited to, securing and tracking sensitive items and products. The Vendor must comply with Procedure 602.037, Tools and Sensitive Item Control.

3.4.7.3 Transmitting Information

In conducting its mission, the Department is required to communicate with parties outside of its internal email and information systems. These communications may include information protected as Criminal Justice Information Services (CJIS). This requires that electronic transmission of CJIS or confidential information be encrypted.

If the Vendor requires use of email to transport CJIS or other confidential information, it must establish and host an email encryption solution. The solution must be approved by the Department's Office of Information Technology (OIT) and must meet or exceed all federal and State regulations before implementation.

The Department reserves the right to implement email security for all types of devices, and the Vendor will comply with using these security requirements, in the future, as determined by the Department.

3.4.7.4 Advertising/Promotions/Department Statistical Data

The Vendor shall not issue news releases, advertisements or news articles, or any other information of any kind related to the Department, including statistical data, Inmate information or program information, without prior, explicit, written approval from the Department's Contract Manager, or designee. Additionally, the Vendor will notify the Department of any such requests the Vendor may receive within one (1) business day of receipt.

3.4.7.5 Contract Monitoring

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

- Desk reviews of records related to full service food operations maintained at Department service locations (shall include any documents and databases pertaining to the Contract

and may be based on all documents and data or a sampling of same, whether random or statistical);

- On-site reviews of records maintained at the Vendor's business location;
- Interviews with the Vendor and/or Department staff;
- Site Visits; and/or
- Bi-annual and annual audits.

A contract monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. Department monitoring may include, but is not limited to, both announced and unannounced visits. The monitoring tool will be utilized in review of the Vendor's performance. A value will be placed on each monitoring tool section with a maximum score of 100 points for the complete monitoring tool. The Monitoring Report score below 80 points will be considered a failed report which will require a CAP. All monitoring reports with deficiencies, regardless of the score, may require a CAP as determined by the Contract Manager, or designee.

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

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Contract Manager, or designee, within three (3) weeks of a monitoring visit. Non-compliance issues identified by the Department's Contract Manager, or designee, will be identified in detail to provide the Vendor the opportunity for correction, where feasible.

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

3.5 Performance Measures and Financial Consequences

The Department has developed the following Performance Measures which shall be used to measure the Contractor's performance and delivery of services. The Department will work with the Contractor, upon Contract execution, to finalize the Transition Plan, which shall include a plan for the timeline and implementation of tracking and monitoring the Performance Measures below. Listed below are the key Performance Measures; deemed most crucial to the success of the overall desired service delivery, and the financial consequences that will be assessed if the Expectation is not met. Any exception to these requirements must be requested, in writing, by the Vendor, and must be submitted to the Department's Contract Manager, or designee, for

review and approval. The Contractor must not have contributed to any cause(s) of delay, in any manner.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
PM-001	The Vendor shall maintain ACA Accreditation standards related to food service operations.	Retaining Accreditation	Per occurrence	\$100,000, per Food Service Location, for the loss of accreditation due to failure in related operations (provision of food service operations) and all fees associated with ACA re-audit to regain accreditation.
PM-002	The Vendor shall serve all meals in accordance with the Department Master Menu and recipes.	No more than 10% of all meals served will include Department-approved substitutions.	Monthly, per location	\$500 per location, for every percentage point over 10%.
PM-003	The Vendor shall not serve any meals or partial meals that include unauthorized substitutions.	No unauthorized substitutions.	Per occurrence	\$2,500 per meal, per service location.
PM-004	The Vendor staff shall be in attendance to open the Food Service Operation and continue to staff through clean up and closing the daily operation, at each Institutional location.	Operations opened timely	Per Occurrence	\$2,500 per occurrence.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
PM-005	All meals shall be served expeditiously, with no delay between Inmates, due to anything within the Vendor's control.	No meal should be delayed more than 15 minutes in between Inmates.	Per occurrence	\$250 per excessive delay
PM-006	The Vendor must provide a formal Corrective Action Plan (CAP) within the timeframes designated.	All CAPs must be received within 10 calendar days from receipt of the Department's Monitoring Report identifying any deficiencies.	Per occurrence	\$250 per calendar day after the date a CAP is due until it is provided to the Department.
PM-007	The Vendor shall comply with the contractual requirements in each Food Service Location's Monitoring Report.	80% compliance	Per Occurrence	For performance below 80%, financial consequences will be assessed as follows: 70%-79.9%: \$1,500 per Food Service Location; 60%-69.9%: \$3,000 per Food Service Location; Less than 60%: \$6,000 per Food Service Location.
PM-008	The Vendor shall meet all transition "go-live" dates per the approved Implementation Schedule.	Only approved changes to the Implementation Schedule will delay transition of services.	Per service location.	\$5,000 per day, per location for each "go-live" date not met.

3.6 General Reporting Requirements

The following services or service tasks are identified as required general reports for the purposes of this Contract. The Vendor shall provide:

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-001 Documentation of the Vendor's Organization and Staffing Plan	Within five (5) business days of Contract execution, and annually thereafter on the Contract anniversary date	The Vendor shall submit an overview of the Vendor's organization, specifically those staff assigned to the services required in this ITN, including an organization chart, staffing plan, and other relevant organizational information.
DEL-002 Final Implementation and Transition Plan	Within 15 calendar days of Contract execution	The Vendor shall provide the Final Implementation and Transition Plan that includes a list of all major transition activities, with responsible parties and timeframes. This plan shall include timeframes for the transition of services from the current Contractor, an implementation plan, and projected start dates, etc.
DEL-003 Monthly Inmate Evaluations	By the 10 th calendar day following the end of the previous month	The Vendor shall provide the Department's Classification Section at each service location with monthly Inmate evaluations, as described in this ITN.
DEL-004 Ad-hoc Reporting	As requested by the Department	The Department reserves the right to require additional reports, adhoc reports, or information that may be required to respond to grievances, inquiries, complaints, and other questions raised by Inmates or other parties. The Vendor shall submit the report or information requested no more than 72 hours after receipt of the request. When time is of the essence, the Vendor will make every effort to answer the request as soon as possible so that the Department can timely respond to the authority or party making the request.

3.7 Monitoring Performance Standards and Other Requirements

3.7.1 Monitoring Performance Outcomes and Standards

The Department Contract Manager, or designee, will monitor the Vendor's service delivery no less than quarterly, or as appropriate, to determine if the Vendor has achieved the required level of performance for each Performance Measure as required in this ITN. Performance Measures shall be assessed as specified, beginning the second month after services have been implemented (per location).

The Department will monitor the Vendor's service delivery utilizing multiple methods. On-site monitoring visits, per facility and location, will be documented using a monitoring tool covering all food service and Contract requirements. Each section of the monitoring tool will be given a value with a total maximum score of 100. Site visit reports with a total score below 80 will be considered as failing. A CAP will be required, and additional and more frequent monitoring will be conducted by the Department until the monitoring tool score meets or exceeds 80. Financial consequences may result for findings within the site visit.

If the Department Contract Manager, or designee, has determined the Vendor has failed a Performance Measure, the Vendor will receive a formal communication in accordance with Section 3.5 outlining the deficiency and the financial consequences to be assessed.

3.7.2 Monitoring Other Contract Requirements

Monitoring for Other Contract Requirements shall be conducted as determined as necessary, but no less than quarterly. A Contract Monitoring tool will be developed by the Department's Bureau of Contract Management and Monitoring in accordance with the requirements in this ITN. The monitoring tool will be utilized in review of the Vendor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

The Department Contract Monitoring Team, or designee, will provide a verbal exit report at completion of the monitoring site visit and a written report to the Vendor within three (3) weeks of the monitoring site visit. Non-compliant issues identified by the Contract Manager, or designee, will be documented in detail to provide the Vendor with an opportunity for corrective action.

Within ten (10) calendar days of receipt of the Department monitoring report, the Vendor shall provide a written Corrective Action Plan (CAP) to the Contract Manager, or designee. The Vendor's written CAP must address all noted deficiencies to include responsible individuals, action to correct the deficiency and required time frames for achieving compliance. Such time frames for compliance shall not exceed 30 calendar days from the receipt of the monitoring report and formal communication. CAPs that do not contain all required information or do not sufficiently address in detail a professional response will be rejected, in writing, by the Department Contract Manager, or designee. The Vendor shall have five (5) calendar days from receipt of the written rejection to submit a revised CAP. This will not increase the time for compliance, and correction of the noted deficiencies. Financial consequences will be assessed in accordance with the Section 3.5, Performance Measures and Financial Consequences.

The Contract Manager, or designee; Contract Monitoring team, or other designated Department staff, may conduct follow-up monitoring reviews and site visits at any time to determine compliance based upon the submitted CAP. The Department reserves the right to make scheduled or unscheduled, announced or unannounced monitoring visits. Department staff or personnel, as assigned by the Bureau of Contract Management and Monitoring may, at any time, inspect any aspect of the Contractor's food service operations, including, but not limited to, the food or meals, the food storage areas, food preparation and serving areas. In addition, at any time, the Department may evaluate meals for calorie values, minimum dietary reference intakes and presentation, and may taste test food products for quality and reject all foods that fail to meet Department standards. The Department staff may review all food service documentation, including but not limited to, production logs, recipes, food delivery tickets or order confirmations, certifications, training documentation, and other related support documentation. By execution of this Contract, the Contractor does specifically acknowledge and agree to the foregoing.

During follow-up monitoring visits, any noted failure by the Vendor to correct deficiencies for Other Contract Requirement violations identified in the monitoring report within the time frame specified in the CAP shall result in the imposition of financial consequences as specified in this ITN.

3.7.3 Instances of Failure

Failure to meet either the Performance Measures or Other Contract Requirements, or to correct deficiencies may, in addition to assessment of financial consequences, result in the

determination of Breach of Contract, and/or termination of the Contract in accordance with Section 5.25, Termination.

3.8 Scope Change after Contract Execution

During the Contract term, the Department may unilaterally require, by written amendment, changes altering, adding to, or deducting from the Contract specifications, if such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract price or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Vendor, which shall not be unreasonably withheld.

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

3.9 Future Transitions, Contract Expiration Tasks

At the expiration or termination of the Contract, the Vendor shall cooperate with the Department in transitioning to a new Vendor. This may include, as the contractual expiration date approaches, a reduction in the locations or services provided, so a new Vendor can transition into providing services Statewide. This reduction may be by region or by Institution and will be implemented at the discretion of the Department to best determine its needs upon transition at expiration or termination. The Department shall have sole discretion in determining the best manner to transition services to a new Vendor, if applicable.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The General Instructions to Vendors are outlined in Form PUR 1001, a downloadable document, incorporated by reference in this ITN. Any terms and conditions set forth within this ITN shall supersede any and all conflicting terms and conditions set forth within Form PUR 1001. There is no need to return this document with the response. Form PUR 1001 may be viewed at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Olyn Long, Procurement Officer

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

4.3 Questions

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to written inquiries will be advertised on the Vendor Bid System (VBS) by the date referenced in the Timeline. Oral questions will be entertained at the Mandatory Site Visits/Pre-Reply Conferences as outlined in the Timeline. The Department's answers to oral inquiries are non-binding and are not considered the official position of the Department unless those questions are subsequently submitted in writing, in accordance with this Section.

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

4.4 Special Accommodations

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

4.5 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer, so they may be addressed during the question and answer phase of this solicitation, as per Section 4.3, Questions. Including alternate provisions or conditions may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to review innovative solutions and negotiate the best terms and conditions, if determined to be in the best interests of the state.

4.6 Reply Bond

Each Vendor is required to submit a Certified Check, Cashier's Check or Reply bond with its response, in the amount of \$1.2 million. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment V. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State. Provided reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the Successful Vendor or upon cancellation of the solicitation. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this Section.

4.7 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the pass/fail criteria below. Any Reply rejected for failure to meet these requirements will not be evaluated further.

- a) The Vendor shall ensure that all data generated, used, or stored by Vendor pursuant to the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time;
- b) The Vendor's Reply shall demonstrate that it has at least three (3) years within the last five (5) years, of business/corporate experience in providing food services operations in a criminal justice setting;
- c) The Vendor's Reply and all services to be provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.);
- d) The Vendor must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of the Contract, the Vendor will deliver to the Department a performance bond, or irrevocable letter of credit, in the amount equal to the lesser of \$6 million, or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee satisfactory performance by the Vendor throughout the Contract (to include renewal years). The

Department reserves the right to negotiate this requirement during the negotiation phase, if in the best interest of the Department;

- e) The Vendor shall deliver to the Department, in accordance with Section 4.6, a Reply bond or check in the amount of \$1.2 million. This check/bond insures against a Vendor's withdrawal from competitive consideration of their Reply prior to execution of a Contract; and
- f) The Vendor attests to its positive financial standing and that its current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3, or 4.

4.8 Submission of Replies

- a) Replies shall be sent in a sealed envelope/package with the relevant ITN number and the date and time of the reply opening clearly marked on the outside of the envelope/package by U.S. Mail, Courier, Overnight, or hand-delivered to the location indicated in the Timeline. Submission of Replies by email or fax will not be accepted.
- b) It is the Vendor's responsibility to ensure their Reply is delivered to the Department by the date and time stipulated in the Timeline. The Department's clock will stamp Replies received and provide the official time for the reply opening. Late Replies will not be accepted.
- c) Submit a Technical Reply and Cost Reply in separately sealed packages. The Cost Reply may be shipped along with the Technical Reply as long as it is sealed separately within the same shipping container.
- d) Submit one (1) signed, original Technical Reply, five (5) hardcopies of the Technical Reply and five (5) electronic copies of the Technical Reply in a searchable PDF format on a CD, DVD, or flash drive (not password protected). If the electronic copy and original, written copy do not match, the original signed Technical Reply will take precedence.
- e) Submit one (1) signed, original Cost Reply, five (5) hardcopies of the Cost Reply and five (5) electronic copies of the Cost Reply in a searchable PDF format on a CD, DVD, or flash drive (not password protected). If the electronic copy and original, written copy do not match, the original signed Cost Reply will take precedence.
- f) The signed original copies shall be clearly marked as "Original" and the hardcopies shall be numbered one (1) through five (5).
- g) Please send or deliver Reply responses to the following address:
Florida Department of Corrections
[insert number and name of solicitation]
[insert name of Procurement Officer]
501 S. Calhoun Street
Tallahassee, FL 32399-2500
- h) Sealed Reply packages shall be clearly marked with the solicitation number, company name, opening date and time, and the contents (Technical Reply or Cost Reply).

- i) If the Vendor includes information in their Reply that they believe and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 4.24, the Vendor should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on CD/DVD or flash drive (not password protected).
- j) Please print Replies double-sided and minimize the use of non-recyclable materials.
- k) All documentation produced as part of this Reply shall become the exclusive property of the Department, and may not be removed by the Vendor or its agents or returned, and will be a matter of public record, subject to the provisions of Chapter 119, F.S. The Department shall have the right to use any or all ideas, adaptations of any ideas, or recommendations presented in any Reply. The selection or rejection of a Reply shall not affect this right.

4.9 Contents of Reply Submittals

Replies are to be organized in TABs as directed below. Vendors shall include all the information requested in each TAB entirely or their Reply may be deemed non-responsive.

All Replies shall be organized as follows:

TAB A Overview (Limit 15 pages)

TAB A shall include the following information:

a) Cover Letter

A cover letter on the Vendor's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Vendor to provide the services requested. The cover letter must state that the Vendor agrees to provide the services as described in their Reply and the ITN;

b) Executive Summary

An executive summary of the Vendor's Reply. The executive summary will describe the technical solution, cost methodology, assumptions, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

c) Performance Bond Letter

A letter signed on or after January 1, 2019, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$6 million. **Failure by the Vendor to provide this letter with its Reply will be considered a Material Deviation and will result in the Reply being deemed non-responsive;**

d) Required Forms

Vendors shall complete the following forms, as appropriate, and include them in **TAB A**.

- The completed, notarized Attachment VI, Pass/Fail Requirement Certification signed by the authorized representative who signs the above-mentioned cover letter;

- Attachment III, Vendor's Contact Information;
- Attachment VIII, Certification of Drug-Free Workplace Program; and
- Attachment IX, Notice of Conflict of Interest.

TAB B Experience and Organization (limit 50 pages)

TAB B shall include the following information:

a) References

Using Attachment VII, Vendor's Reference Form, Vendor's shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Vendor has provided services of similar scope and size to the services identified in this ITN. References must be able to support the experience requirements listed in this ITN. In order to qualify as current experience, services described by references shall be ongoing, or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment VII, Vendor's Reference Form for References. References(s) shall identify the type of services provided by the Vendor, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the Department may not be used and will not be accepted as references. The Department reserves the right to contact reference sources listed or not listed in the Vendor's Reply and to consider references when determining best value.

b) Prior Work Experience

1. Narrative/Record of Past Experience

As indicated in Section 4.7, it is a Mandatory Responsiveness Requirement that the Vendor have at least three (3) years, within the last five (5) years, of business/corporate experience in providing full food service operations in a criminal justice setting. Details of the Vendor's experience that meets this requirement shall be provided in narrative form and with enough detail for the Department to determine its complexity and relevance. Specifically, a Vendor shall include:

- A description of experience providing services similar in nature to the ones sought in this ITN;
- The specific length of time the Vendor has provided similar services, and where services were provided;
- All current and/or prior (within three (3) years) federal, State or government contracts for the provision of related services, including a description of the specific services provided and population of facilities serviced;
A narrative summary of contract performance in all of the above-identified contracts, including any identified performance deficiencies and the assessment of financial consequences or liquidated damages;
- The name(s), telephone number(s), and address(es) for the specified federal, State, or government contract manager(s);
- A summary of any exemplary or qualitative findings, recommendations, or other validations, which demonstrate operational experience. (i.e., specialized accreditation grant awards, etc.); and

- A list of all contracts within the last five (5) years that were terminated prior to the natural expiration of the contract term, both those related to performance issues and those for any other reason, along with an explanation of the circumstances related to the termination.

2. Disputes

Vendors shall identify all contract disputes they (or their affiliates, subcontractors, agents, etc.) have had with any customer within the last three (3) years, relating to contracts under which they provided services similar in nature to those described herein. This shall include any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that the Vendor was in default or breach of a duty under the contract or not performing obligations as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines, liquidated damages, or financial consequences. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

3. Subcontractor Information

If the Vendor plans to use subcontractors to provide any performance under the Contract, the Vendor shall include detailed information for all subcontractors with whom it plans on contracting. This information shall be provided using Attachment X, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective contract, the number of years the subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

c) Organizational Charts

The Vendor shall provide an organizational chart outlining the hierarchy of key personnel for the Contract proposed under this ITN.

d) Personnel

The Vendor shall provide a Preliminary Staffing Plan for a potential Contract. The Vendor shall provide job descriptions outlining the duties and responsibilities of the its service personnel identified in Section 3 - SCOPE OF WORK, and any other positions the Vendor proposes for the provision of services under a resulting Contract. Job descriptions should include specific job functions and minimum qualifications for the positions identified. If a position is not dedicated full-time to the proposed Contract, the percentage of time should be noted on the Preliminary Staffing Plan.

TAB C Description of Solution (limit 25 pages)

In **TAB C**, Vendor shall describe the following:

- a) Its understanding of the current food service operations and processes of the Department;
- b) Its understanding of the Department's goals and general requirements of this solicitation;
- c) How the Vendor's approach supports the Department's goals of the ITN;

- d) Any risks and/or challenges it recognizes that relate to the Department's goals or requirements;
- e) How it will ensure quality services are provided while ensuring prices are managed appropriately;
- f) Its approach differentiators;
- g) Its approach to transition/implementation of services; and
- h) Why its solution is the best value for the State.

TAB D Service Area Detailed Solution (limit 150 pages)

Section 3.4 of the ITN describes the requirements and service level expectations of each service area that comprises the Department's food service operations.

In **TAB D**, the Vendor shall:

- a) Acknowledge acceptance of each requirement in Section 3, or note any proposed modification or innovative solutions that may differ from the requirement but support the Department's goals;
- b) Acknowledge acceptance of the measures of each Performance Measure (PM);
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not currently specified;
- d) Identify proposed modifications to the PMs and the impact of the modification (e.g. greater quality control, additional sources of revenue, lower prices, etc.);
- e) Describe a plan for providing services and meeting all requirements. The Vendor shall include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place;
- f) Provide an organizational structure and resource plan for providing services and meeting the requirements and performance measures described in Section 3 of the ITN; and
- g) Describe any additional Value-Added Services or deliverables it will provide the Department at no additional cost.

TAB E Implementation and Transition Plan (limit 30 pages)

To ensure a complete and successful implementation of services, and a smooth transition to the Contract, the Successful Vendor shall provide a preliminary Implementation and Transition Plan (Plan). This Plan outlines key activities that must be completed while working with the Department and the current Contractor during a transition period. A Vendor shall describe in detail their Plan for:

- a) On-boarding of staff and other resources;
- b) Implementing new services, to include a breakdown by service area;
- c) Network establishment for any data services;
- d) Collaboration with Department stakeholders;
- e) Transition of services from the current Contractor(s);
- f) Any other required activity relating to implementation or transition to services under the new Contract; and
- g) Estimated Implementation Schedule.

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

In **TAB F** of its Reply, a Vendor is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** but may be made available via the Vendor's

offering and the potential benefits to the Department that each would bring. The Department is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. **Actual proposed pricing shall only be provided using Attachment II, Price Information Sheet.** Cost points will be awarded based on Attachment II, as described in Section 4.10 of this ITN. The Department may request that Vendors submit alternate pricing models during the Negotiation Phase of the ITN process. A Vendor must be sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Attachment II – Price Information Sheet

The Vendor shall complete and submit Attachment II, Price Information Sheet, indicating pricing for a Contract's initial term and renewal years. The Attachment II, Price Information Sheet shall be included in **TAB G** of the Vendor's Reply. **TAB G** shall be provided in a separate, sealed envelope. The Price Information Sheet shall be submitted as an overall unit price, per Inmate, per month.

4.10 Reply Evaluation Criteria

An Evaluation Team will review and evaluate Replies to this ITN in accordance with the evaluation process below. Material Deviations cannot be waived and shall be the basis for rejection of a Reply. A Minor Irregularity will not result in the rejection of a Reply.

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

1. Experience and Ability to Provide Services

Evaluation of the Vendor's experience and ability to provide services will be based upon information contained in its entire Reply, but primarily on the information contained in **TAB B**.

a. References

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

- 1) How relevant are the services described in the Vendor's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Vendor's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Vendor's experience and ability to provide services?

b. Prior Work Experience

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

- 1) Has the Vendor demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?
- 2) How well did the Vendor convey their ability to provide services as described in this ITN?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) Are there any issues or concerns identified regarding the Vendor's experience or ability to provide the services sought?

2. Description of Offering

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

- a) How well does the proposed offering satisfy the following criteria?
 - 1) Demonstrates the Vendor's ability to effectively provide food service operations at the service levels required by this ITN;
 - 2) Maximizes operational efficiencies and supports the Department's goals; and
 - 3) Demonstrates a thorough, effective, and beneficial plan for delivery of food service operations.
- b) How well does the summary of the offering, and the explanation of why it is the best value for the State, address and meet the goals, needs, and expectations of the Department?
- c) How well does the Vendor demonstrate their understanding of the goals to be achieved via this ITN?

3. Service Area Detail Solution

Evaluation of each Vendor's service area detail solution will be based upon information contained in **TAB D** of a Vendor's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the initial requirements described in Section 3 and innovative solutions that will meet the Department's goals. Evaluation of this area will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting initial requirements described in Section 3, Scope of Work, and the Department's goals described in Section 2.5 of this ITN.

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

A total of up to 300 points may be awarded to a Vendor's Cost Reply.

1) **Maximum Price Points:**

Base Term Points	200 points
<u>Renewal Term Points</u>	<u>100 points</u>
TOTAL (Maximum Price Points)	300 points

2) **Maximum Cost Points:** The Vendor submitting the lowest Inmate Per Diem Rate will receive the maximum number of Cost Points.

3) **Vendor Cost Points:** Cost Points are assigned to each Vendor based on the Base and Renewal Term Points allocated in 1), above, using Attachment II, Price Information Sheet of its Reply. Cost Points will be determined using the formula below:

The Vendor submitting the lowest Inmate Per Diem Rate will be awarded 200 points for the Base Term. All other Replies will receive points according to the following formula for their Base Term:

$$\frac{N}{(X)} \times 200 = ZB$$

Where: N = Lowest Grand Total Base Contract Term Weighted Inmate Per Diem Proposed by any Vendor

X = Vendor's Actual Grand Total Base Contract Term Weighted Inmate Per Diem

ZB = Base Term Points

The Vendor submitting the lowest Renewal Term pricing will be awarded 100 points. All other Replies will receive points according to the following formula:

$$\frac{N}{(X)} \times 100 = ZR$$

Where: N = Lowest Grand Total Renewal Contract Term Weighted Inmate Per Diem Proposed by any Vendor

X = Vendor's Actual Grand Total Renewal Contract Term Weighted Inmate Per Diem

ZR = Renewal Term Points

4) **Cost Reply Score:** Points awarded to the Vendor's Cost Reply (maximum=300 points) will be the sum of the Vendor's Base Term Points (ZB) and Renewal Term Points (ZR).

C. FINAL EVALUATION SCORE

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

4.11 Reply Evaluation and Negotiation Process

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

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific

goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate Replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of Replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the Responsible Vendor who the agency determines will provide the best value to the State, based on the selection criteria.”

Using the Evaluation Criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank Vendor Replies and, at the Department’s sole discretion, proceed to negotiate with Vendors utilizing the Evaluation Phase and Negotiation Phase, as follows.

A. Evaluation Phase Methodology

The Evaluation Team members will individually and independently review each Reply and evaluate each Reply for each of the following Technical Evaluation sections:

Technical Evaluation Section	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	50
Prior Work Experience	1-5	10%	100
Description of Solution	1-5	10%	100
Program Management Service Area Detail	1-5	20%	200
Meal Preparation Operations Service Area Detail	1-5	30%	300
Meal Service Operations Service Area Detail	1-5	15%	150
Information Technology Service Area Detail	1-5	10%	100
TOTAL		100%	1,000

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

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

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply Fails to address the component or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor’s response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2

Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements, specifications, and provisions in most aspects for the specific criteria.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Vendor's Reply, their Technical Reply scores from all Evaluation Team members will be averaged to obtain the Vendor's weighted Final Technical Evaluation Score per Section 4.10. The Department will combine the Vendor's Final Technical Reply Score and the Vendor's Final Cost Reply Score to determine the Vendor's Final Evaluation Score.

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

At the Department's determination, Responsive Vendor(s) will be invited to the Negotiation Phase based upon their Final Evaluation Scores. Vendors are cautioned to propose their best possible offers in their initial Replies, as failing to do so may result in the Vendor not being selected to proceed to the Negotiation Phase. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor until it is satisfied that the Contract model will serve the State's needs and is determined to provide the best value for the Department.

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, consecutively or concurrently, to determine the best value for recommendation of award.

During the Negotiation Phase, the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Vendors.
2. Require any or all Responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Vendors to address services, prices, or conditions offered by any other Vendor.
5. Pursue a Contract with one or more Responsive Vendor for the services sought in this ITN and any addenda thereto, and request additional, revised or final BAFOs.
6. Pursue the division of Contracts between Responsive Vendors by type of service, or geographic area, or both.
7. Arrive at an agreement with any Responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors.

8. Decline to conduct further negotiations with any Vendor.
9. Re-open negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Vendor.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate simultaneously or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the Negotiation Team.
17. Visit a site where the Vendor is currently providing goods or services, with or without inviting the Vendor to participate.

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

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

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

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

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to provide the services;
3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering;
6. How the Vendor's approach satisfies the goals identified herein; and
7. The value of the Vendor's proposed pricing and any submitted Value-Added Services.

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

By submitting a Reply, a Vendor agrees to be bound to the terms of Section 5 – Contract Terms and Conditions. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the Department determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

At the conclusion of the Negotiation Phase, the Department will issue a written Request for Best and Final Offer(s) (RBAFO) to one or more of the Vendors with which negotiations were held. At minimum, based upon the negotiation process, BAFOs must contain:

1. A revised Description of Solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the Department for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public forum to determine which Offer constitutes the best value to the State based upon the Selection Criteria. The Department's Negotiation Team will then develop a recommendation of award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendors BAFO, but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with one (1) Vendor statewide for the provision of services described herein. This does not preclude use of subcontractors.

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

The Secretary, or designee, will award the ITN to the Vendor who provides the best value to the State, based on the selection criteria, taking into consideration the award recommended by the Negotiation Team, as reflected in the Procurement Officer's report. In so doing, the Secretary, or designee, is not required to score the Vendors' BAFO, or Replies, but will base his decision on the selection criteria set forth above.

4.12 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Florida Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida 32399. The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

4.13 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor while responding to this ITN, including costs associated with attending the mandatory site-visits, oral presentations or negotiations, if applicable.

4.14 Disposal of Replies

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

4.15 Right to Withdraw Invitation to Negotiate

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

4.16 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Replies or to waive Minor Irregularities when doing so would be in the best interest of the State. At its exclusive option, the Department may correct Minor Irregularities but is under no obligation to do so.

4.17 Mandatory Site Visits and Pre-Reply Conferences

All interested Vendors, before submitting their Reply, shall visit the following sites to become familiar with conditions that may affect the services required as they pertain to the Contract. **Attendance at each of the three (3) the site visit is mandatory.** The Department has set specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact James Pate at James.Pate@fdc.myflorida.com at least five (5) business days prior to the site visit listed in the Timeline and furnish him with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the Site Visits will be limited to two (2) representatives per organization, though the same individuals do not need to attend all visits.**

Site visits shall occur in accordance with the following schedule and interested parties shall meet at the site's Administration Building for admittance to the Institution. All Department security procedures shall apply. The site visits will also include a brief pre-reply conference and afford Vendors the opportunity to ask questions.

Institution/Facility:	Address:	Date:	Time:
Santa Rosa Correctional Institution	5850 East Milton Road Milton, FL 32583-7914	November 17, 2020	10:30 am CT
Wakulla Correctional Institution	110 Melaleuca Drive Crawfordville, FL 32327-4963	November 18, 2020	10:00 am ET
Florida Women's Reception Center	3700 NW 111 TH Place Ocala, FL 34482-1479	November 19, 2020	10:30 am ET

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

Each site visit is an opportunity to tour sites that are representative of critical pieces of the Department's Food Services operations and is vital to understanding the desired services sought by the Department. The Department will accept verbal questions during the Site Visit 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 4.3, Questions.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.18 Addenda

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

4.19 Cost/Price Discussions

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

4.20 No Prior Involvement and Conflicts of Interest

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

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

Acknowledge acceptance on the Pass/Fail Requirement Certification and Non-Collusion Certification, Attachment VI.

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

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

4.21 State Licensing Requirements

All entities defined under Chapters 605, 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State, or must provide certification of exemption of this requirement.

4.22 MyFloridaMarketPlace (MFMP) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.033(3), F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within five (5) calendar days of Contract award.

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

4.23 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.

4.24 Confidential, Proprietary, or Trade Secret Material

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

4.25 Vendor Substitute W-9

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

4.26 Scrutinized Companies Certification

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

4.27 Disclosure of Reply Submittal Contents

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

4.28 Advertising Notice of Agency Decision

As in any competitive solicitation, the Department shall advertise a public notice of agency action when the Department has made a determination including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The notice of agency decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the 72-hour period). Advertisements are made available on the Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu.

4.29 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., E.T.) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

General contract conditions are outlined in Form PUR 1000, a downloadable document incorporated by reference in this ITN. Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000. There is no need to return this document with the response. Form PUR 1000 may be viewed at the following link:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms.

5.2 Travel Expenses

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

5.3 E-Verify

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

5.4 State Initiatives

5.4.1 Diversity in Contracting

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

The State is dedicated to fostering the continued development and economic growth of small, minority-, women-, and service-disabled 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 service-disabled veteran business enterprises participate in the state’s procurement process as both vendors and subcontractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

The Vendor shall submit documentation addressing diversity and describing the efforts being made to encourage the participation of small, minority-, women-, and service-disabled veteran enterprises to the Department’s Contract Manager, or designee.

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

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

5.4.2 Environmental Considerations

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

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

5.5 Subcontracts

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

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract. Failure by the Vendor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

5.6 Insurance

The Vendor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Vendor and the Department under any Contract resulting from this ITN. This shall include, but is not limited to, workers' compensation, general liability,

and property damage coverage. The Department must be an additional named insured on the Vendor's insurance related to the Contract. Upon the execution of the Contract, the Vendor shall furnish the Department's Contract Manager, or designee, with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

5.7 Copyrights, Right to Data, Patents and Royalties

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

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

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

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

5.8 Independent Contractor Status

The Successful Vendor shall be considered an independent contractor in the performance of its duties, and responsibilities. The Department shall neither have nor exercise any control or

direction over the methods by which the Vendor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the Vendors.

5.9 Assignment

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

5.10 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 or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, strikes, or labor disputes.

5.11 Severability

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

5.12 Use of Funds for Lobbying Prohibited

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

5.13 Reservation of Rights

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

5.14 Taxes

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

5.15 Safety Standards

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

5.16 Americans with Disabilities Act

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

5.17 Employment of Department Personnel

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

5.18 Legal Requirements

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

5.19 Conflict of Law and Controlling Provisions

The Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

5.20 Prison Rape Elimination Act (PREA)

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

5.21 Contract Modifications

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

5.22 Rights to Examine, Audit and Administer Resources

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

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

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

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

5.23 Financial Consequences

By executing the Contract, the Vendor expressly agrees to the imposition of financial consequences, in addition to all other remedies available to the Department by law.

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed, as a result of performance measure reports or through the monitoring process established in Section 5.22 (3.4.6.4), accompanied by detail sufficient for justification of the assessment.

The Vendor shall forward a cashier's check or money order to the Department's Contract Manager, or designee, payable to the Department in the appropriate amount within 10 calendar days of receipt of a written notice of demand for financial consequences due, or in the alternative, may issue a credit in the amount of the financial consequences due on the next monthly invoice following imposition of damages. Documentation of the amount of financial consequences assessed shall be included with the invoice, if issuing credit. If financial consequences are not paid within 60 calendar days of receipt of notice, future invoices will not be paid until payment of the outstanding assessed financial consequences is received by the Department or a credit is issued for the outstanding financial consequences by the Vendor.

5.24 Default

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

5.25 Termination

5.25.1 Termination at Will

The Contract may be terminated by the Department upon no less than 60 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

5.25.2 Termination for Cause

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

5.25.3 Termination for Unauthorized Employment

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

5.26 Retention of Records

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

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

5.27 Indemnification

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

5.28 Inspector General

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

5.29 Performance Guarantee/Bond

The Vendor shall furnish the Department with a Performance Guarantee in the amount of \$6 million, for a time frame equal to the term of the Contract.

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

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

5.30 Disputes

Any dispute concerning performance of the terms of the Contract shall be resolved informally by the Contract Manager. Any dispute that cannot be resolved informally shall be reduced to writing and delivered to the Department's Director of Administration, or designee. The Department's CFO, or designee, shall decide the dispute, reduce the decision to writing, and deliver a copy to the parties, the Contract Managers and the Department's Contract Administrator.

5.31 Cooperation with the Florida Senate and Florida House of Representatives

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

**ATTACHMENT I – SERVICE LOCATIONS
FDC ITN-20-050**

MAJOR INSTITUTIONS & ANNEXES

* Indicates a work camp adjacent to an Institution.

REGION I	
*Franklin Correctional Institution 1760 Highway 67 North Carrabelle, Florida 32322 (850) 697-1100 Fax: (850) 697-1108	* Okaloosa Correctional Institution 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 689-7803
*Gulf Correctional Institution Annex 699 Ike Steel Road Wewahitchka, Florida 32465 (850) 639-1509 Fax: (850) 639-1508	Gulf Correctional Institution 500 Ike Steele Road Wewahitchka, Florida 32465-0010 (850) 639-1000 SC 790-1000 Fax: (850) 639-1182
Northwest Florida Reception Center Annex 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6500 Fax: (850) 773-6611	Northwest Florida Reception Center 4455 Sam Mitchell Drive Chipley, Florida 32428-3597 (850) 773-6100 Fax: (850) 773-6252
Santa Rosa CI 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907	Santa Rosa Annex 5850 East Milton Road Milton, Florida 32583-7914 (850) 983-5800 Fax (850) 983-5907
Wakulla Annex 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 487-4341 Fax: (850) 410-0203	* Wakulla Correctional Institution 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 410-1895 Fax: (850) 410-0203
* Walton Correctional Institution 691 Institution Road DeFuniak Springs, Florida 32433-1831 (850) 951-1300 Fax: (850) 951-1750	

REGION I - WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS	
Franklin Work Camp 1760 Highway 67 North Carrabelle, Florida 32322-0000 (850) 697-1464 Fax: (850) 697-1108	Gulf Forestry Camp 3222 DOC Whitfield Road White City, Florida 32465 (850) 827-4000 Fax: (850) 827-2986
Okaloosa Work Camp 3189 Little Silver Road Crestview, Florida 32539-6708 (850) 682-0931 Fax: (850) 682-4578	Wakulla Work Camp 110 Melaleuca Drive Crawfordville, Florida 32327-4963 (850) 413-9663 Fax (850) 421-1261
Walton Work Camp 301 World War II Veterans Lane De Funiak Springs, Florida 32433-1838 (850) 951-1355 Fax: (850) 951-1766	Santa Rosa Work Camp 5850 East Milton Road Milton Florida 32583-5907 (850) 983-5800 Fax: (850) 983-5907

REGION I - COMMUNITY RELEASE CENTERS (CRCs)	
Panama City CRC 3609 Highway 390 Panama City, Florida 32405-2795 (850) 872-4178 Fax (850) 747-5739	

REGION II	
Columbia Correctional Institution Annex 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 466-3000 Fax: (386) 754-7602	* Columbia Correctional Institution 216 S.E. Corrections Way Lake City, Florida 32025-2013 (386) 754-7600 Fax: (386) 754-7602
Hamilton Correctional Institution Annex 10650 S.W. 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-5159	*Hamilton Correctional Institution 10650 SW 46th Street Jasper, Florida 32052-1360 (386) 792-5151 Fax: (386) 792-515
Mayo Correctional Institution Annex 8784 US Highway 27 West Mayo, Florida 32066-3458 (386) 294-4500 Fax: (386) 294-4534	*Reception and Medical Center P.O. Box 628 Hwy 231 Lake Butler, Florida 32054-0628 (386) 496-6000 Fax: (386) 496-3287

Reception and Medical Center West Unit 8183 SW 152nd Loop P.O. Box 628 Lake Butler, Florida 32054-0628 (386) 496-6002 Fax: (386) 496-4689	*Suwannee Correctional Institution 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6201 Fax: (386) 963-6103
*Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6301 Fax: (386) 963-6103	*Taylor Correctional Institution 8501 Hampton Springs Road Perry, Florida 32348-8747 (850) 838-4000 Fax: (850) 838-4024
Taylor Correctional Institution Annex 8501 Hampton Springs Road Perry, Florida 32348 (850) 838-4002 Fax: (850) 838-4024	Union Correctional Institution 7819 N.W. 228 th Street Raiford, Florida 32026-4000 (386) 431-2000 Fax: (386) 431-2016

REGION II - WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS	
Columbia Work Camp 216 SE Corrections Way Lake City, FL 32025-0000 (386) 754-7668 Fax: (386) 719-2770	Hamilton Work Camp 10650 SW 46 th Street Jasper, Florida 32052-0000 (904) 792-5409 Fax: (386) 904-5159
RMC Work Camp P.O. Box 628 Lake Butler, Florida 32054 (386) 496-4050 Fax: (386) 496-4060	Suwannee Work Camp 5964 U.S. Highway 90 Live Oak, Florida 32060 (386) 963-6100 Fax: (386) 963-6103
Taylor Work Camp 8501 Hampton Springs Road Perry, Florida 32348-0000 (850) 223-4501 Fax: (850) 838-4024	

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REGION III	
Central Florida Reception Center East 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570	Central Florida Reception Center 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570
Central Florida Reception Center South 7000 H C Kelley Road Orlando, Florida 32831-2518 (407) 207-7777 Fax: (407) 249-6570	Florida Women's Reception Center 3700 NW 111th Place Ocala, Florida 34482-1479 352-840-8000 Fax: (352) 401-5331
* DeSoto Annex 13617 S.E. Highway 70 Arcadia, Florida 34266-7800 (863) 494-3727 Fax: (863) 494-1740	*Hardee Correctional Institution 6901 State Road 62 Bowling Green, Florida 33834-9505 (863) 767-4500 Fax: (863) 767-4504
*Marion Correctional Institution 3269 NW 105th Street Lowell, Florida 32663-0158 (352) 401-6400 Fax: (352) 840-5657	*Polk Correctional Institution 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-3072
Zephyrhills Correctional Institution 2739 Gall Boulevard Zephyrhills, Florida 33541-9701 (813) 782-5521 Fax: (813) 782-4954	

REGION III - WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS	
DeSoto Work Camp Highway 70 East Arcadia, Florida, 34266 (863) 494-3727 Fax: (863) 494-1740	Hardee Work Camp 6899 State Road 62 Bowling Green, Florida 33834-9505 (863) 773-2441 Fax: (863) 773-0160
Marion Work Camp Post Office Box 158 3269 NW 105 Street Lowell, Florida 32663-0158 (352) 401-6865 Fax: (352) 401-6443	Polk Work Camp 10800 Evans Road Polk City, Florida 33868-6925 (863) 984-2273 Fax: (863) 984-1761
Largo Road Prison 5201 Ulmerton Road Clearwater, Florida 33760-4091 (727) 570-5135 Fax: (727) 570-3201	

REGION III - COMMUNITY RELEASE CENTERS (CRCs)	
Kissimmee CRC 2925 Michigan Avenue Kissimmee, Florida 34744-0000 (407) 846-5210 Fax: (407) 846-5368	Orlando CRC 7300 Laurel Hill Road Orlando, Florida 32818-0000 (407) 578-3510 Fax: (407) 578-3509
St. Pete CRC 4237 8 th Avenue South St. Petersburg, Florida 33711-2000 (727) 893-2289 Fax: (727) 893-1182	

REGION IV	
Charlotte Correctional Institution 33123 Oil Well Road Punta Gorda, Florida 33955-9701 (941) 833-2300 Fax: (941) 575-5747	Dade Correctional Institution 19000 S. W. 377 th Street Florida City, Florida 33034-6409 (305) 242-1900 Fax: (305) 242-1881
Everglades Correctional Institution 1601 S.W. 187 th Avenue Miami, Florida 33185-3701 (305) 228-2054 Fax: (305) 228-2039	* Martin Correctional Institution 1150 S.W. Allapattah Road Indiantown, Florida 34956-4397 (772) 597-3705 Fax: (772) 597-3742

REGION IV - WORK CAMPS, FORESTRY CAMPS & ROAD PRISONS	
Martin Work Camp 1150 SW Allapattah Road Indiantown, Florida 34956-4310 (772) 597-3705 Fax: (772) 597-4238	Ft. Myers Work Camp 2575 Ortiz Avenue Ft. Myers, Florida 33905-1107 (239) 332-6915 Fax: (239) 332-6992
Loxahatchee Road Prison 230 Sunshine Road West Palm Beach, Florida 33411-0000 (561) 791-4760 Fax: (561) 791-7143	

REGION IV - COMMUNITY RELEASE CENTERS (CRCs)	
Atlantic CRC 263 Fairgrounds Road West Palm Beach, Florida 33411-0000 (561) 791-4187 Fax: (561) 791-4018	Ft. Pierce CRC 1203 Bell Avenue Fort Pierce, Florida 34982-6599 (772) 468-3929 Fax: (772) 467-3140
West Palm Beach CRC 461 West Fairgrounds Road West Palm Beach, Florida 33411-0000 (561) 791-4750 Fax: (561) 791-4018	

REGION IV - RE-ENTRY CENTER	
Everglades Re-Entry Center 1601 SW 187 Avenue Miami, Florida 33194 (305) 278-2000 Fax (305) 228-2039	

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ATTACHMENT II – PRICE INFORMATION SHEET
FDC ITN-20-050

The Vendor shall submit an Inmate Per Diem Rate for providing Full Food Service Operations, for the Base/Initial Term and Renewal Term, in the tables below. The Inmate Per Diem Rate must be inclusive of all service sought herein, as defined in this ITN.

BASE (INITIAL) CONTRACT TERM: (5 YEARS)						
Menu Plan:	Inmate Per Diem:	x	Weight:	=	Weighted Inmate Per Diem:	
MASTER MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.80	=	\$ _____	
ENHANCED MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.10	=	\$ _____	
CERTIFIED FOOD OPTION (CFO) AND RELIGIOUS DIET PROGRAM (RDP) MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.10	=	\$ _____	
Grand Total Initial Contract Term Weighted Inmate Per Diem: (Master Menu Plan Weighted Inmate Per Diem + Enhanced Menu Plan Weighted Inmate Per Diem + CFO and RDP Menu Plan Weighted Inmate Per Diem)						\$ _____
RENEWAL CONTRACT TERM: (5 OPTIONAL RENEWAL YEARS)						
Menu Plan:	Inmate Per Diem:	x	Weight:	=	Weighted Inmate Per Diem:	
MASTER MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.80	=	\$ _____	
ENHANCED MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.10	=	\$ _____	
CERTIFIED FOOD OPTION (CFO) AND RELIGIOUS DIET PROGRAM (RDP) MENU PLAN (Three (3) meals served per day.)	\$ _____	x	.10	=	\$ _____	
Grand Total Renewal Contract Term Weighted Inmate Per Diem: (Master Menu Plan Weighted Inmate Per Diem + Enhanced Menu Plan Weighted Inmate Per Diem + CFO and RDP Menu Plan Weighted Inmate Per Diem)						\$ _____

 VENDOR NAME

 PRINTED NAME OF AUTHORIZED REPRESENTATIVE

 FEIN #

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 DATE

ATTACHMENT III – VENDOR’S CONTACT INFORMATION
FDC ITN-19-016

The Vendor shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Vendor’s representative shall be:	For contractual purposes, should the Vendor be awarded, the Vendor’s representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Fax: (If applicable)		
Email:		

Vendor Name

Printed Name of Authorized Representative

FEIN

Signature of Authorized Representative

Date

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**ATTACHMENT IV – NON-DISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC ITN-20-050**

In connection with FDC ITN-20-050, entitled "Full Service Food Operations" the Florida Department of Corrections ("FDC") is disclosing to your company business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITN-20-050, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by FDC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in, or to any of, the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages is not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Acknowledged and agreed on _____, 20__

By: _____
(Signature)

Name: _____

Company Name: _____

Title: _____

ATTACHMENT V – REPLY BOND FORM
FDC ITN-20-050

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligees in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligees on [Insert Date of Receipt of Submission].

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

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

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]

[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]

[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

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

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

**ATTACHMENT VI – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION**

FDC ITN-20-050

1. Business/Corporate Experience

This is to certify that the Vendor has at least three (3) years of business/corporate experience, within the last five (5) years, in the provision of full-service food operation services with a criminal justice population, as described in this ITN. To ensure the replying entity is qualified to serve Inmate and Offender populations, the Vendor, whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing these services (preferably with a criminal justice population), as described in this ITN, to a total population of at least 10,000 clients, or experience of a similar nature.

2. Prime Vendor

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

3. Performance Guarantee/Bond

This is to certify that the Vendor can demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of \$6 million or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by the Vendor throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Vendor will deliver to the Department a Reply bond or check in the amount of \$1.2 million. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

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

6. Statement of No Inducement:

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

7. Statement of Non-Disclosure:

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

8. Statement of Non-Collusion:

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

9. Scrutinized Companies Certification:

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

Dated this _____ day of _____ 20____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to

Subscribed and sworn before _____ day of _____ 20____.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT VII – VENDOR’S REFERENCE FORM
FDC ITN-20-050**

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

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

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2020. References shall not be given by:

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

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

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Local Time. The Department will attempt to contact each reference by telephone up to three (3) times. The Department will not correct incorrectly supplied information.

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

Vendor's Reference Form

Reference #1

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #2

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #3

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

ATTACHMENT VIII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-20-050

Section 287.087, Florida Statutes (F.S.) provides that, where identical tie bids are received, preference shall be given to a bid received from a Vendor that certifies it has implemented a drug-free workforce program. In order to have a drug-free workplace program, a business shall:

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, F.S., or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT IX - NOTICE OF CONFLICT OF INTEREST
FDC ITN-20-050**

Organization Responding to Solicitation: _____

Solicitation Number: FDC ITN-20-050

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Corrections:

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

Note: This does not include positions located at individual FDC institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.

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

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

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ATTACHMENT X – SUBCONTRACTING FORM
FDC ITN-20-050

The Vendor shall complete the information below on all subcontractors that will be providing services to the Vendor to meet the requirements of the Contract, should the Vendor be awarded. Submission of this form does not indicate the Department's approval of such subcontractor(s), but provides the Department with information on proposed subcontractors for review.

Complete a separate sheet for each subcontractor.

Service: _____

Company Name: _____

FEIN: _____

Contact:

Address: _____

Telephone:

Email address:

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Florida Veteran-Owned Business? Yes _____ No _____

W-9 verification:	Yes	No

In a job description format, identify the responsibilities and duties of the subcontractor based on the technical specifications or scope of services outlined in this solicitation.

ATTACHMENT XI– SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITN-20-050

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

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

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

box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No Inmate will be allowed to leave the area until the lost tool is recovered.

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

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