



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page 1 of 62 pages

AGENCY MAILING DATE:

April 12, 2010

SUBMIT BIDS TO:

Kelly S. Wright, CPPB, Procurement Manager
Department of Corrections
Bureau of Procurement and Supply
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4139 / Fax: (850) 922-8897

SOLICITATION TITLE:

Visiting Parks Vending – Regions II & III

SOLICITATION NO:

09-DC-8151

RESPONSES WILL BE OPENED:

May 11, 2010 @ 2:00 p.m. ETand remain valid for 365 days after such date and time.

VENDOR NAME:

VENDOR MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE (MANUAL)

*AUTHORIZED SIGNATURE (TYPED), TITLE

*This individual must have the authority to bind the bidder.

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

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

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

PRIMARY CONTACT:

NAME, TITLE:

ADDRESS:

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

SECONDARY CONTACT:

NAME, TITLE:

ADDRESS:

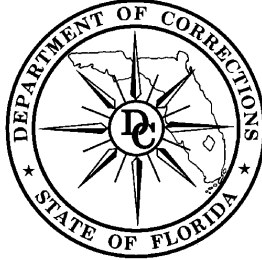
PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

"The State of Florida's general contract conditions, Form PUR 1000 (11/04), and the General Instructions to Respondents, Form PUR 1001 (11/04), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supercede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida
Department of Corrections



INVITATION TO BID
(ITB)

FOR

VISITING PARKS VENDING – REGIONS II & III
ITB #09-DC-8151

DMS CLASS & GROUP
991-590

RELEASED ON

April 12, 2010

BY THE

DEPARTMENT OF CORRECTIONS
BUREAU OF PROCUREMENT AND SUPPLY
2601 BLAIR STONE ROAD
TALLAHASSEE, FLORIDA 32399-2500
(850) 488-6671
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SECTION 1 - DEFINITIONS

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

- 1.1 **Bidder**: A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this ITB.
- 1.2 **Bill Validator**: A device within a vending machine used for accepting \$1 & \$5 bills through an electronic controller to enable a purchase.
- 1.3 **Breach of Contract**: The condition of the relationship between the Department and the Contractor which exists when the Contractor fails to perform under the terms and conditions of the Contract resulting from this ITB.
- 1.4 **Changer**: A machine that makes change for coins or bills without a vend of merchandise (also called a bill changer).
- 1.5 **Contract**: The agreement resulting from this ITB between the winning Bidder and the Department.
- 1.6 **Contractor**: The organization or individual providing services to the Department in accordance with the terms of the Contract resulting from this ITB. The term Contractor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.7 **Department**: The State of Florida, Department of Corrections, is referred to in this ITB document as "the Department".
- 1.8 **Desirable Conditions**: The use of the words "should" or "may" in this ITB indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a bid.
- 1.9 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be evaluated.
- 1.10 **Material Deviations**: The Department has established certain requirements with respect to bids to be submitted by bidders. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where any deviation there from is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.11 **Meter or Counter**: A machine-attached device that records the number of vending cycles.
- 1.12 **Meter Reading**: The count obtained from a meter representing number of vending transactions.
- 1.13 **Minor Irregularity**: A variation from the ITB terms and conditions which does not affect the price bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.14 **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be evaluated.
- 1.15 **Outdated Product**: Any product offered for sale that exceeds the manufacturer's expiration, best by, use by, sell by or guaranteed fresh by date.

- 1.16 Percentage Commission: A fractional amount of the bidder's gross monthly sales which are paid to the Department, on a monthly basis, for the operation of vending services.
- 1.17 Responsible Bidder: A bidder who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.18 Responsive Bid: A bid, submitted by a responsive and responsible bidder that conforms in all material respects to the solicitation.
- 1.19 Successful Bidder/Contractor: The Business or entity submitting a responsive bid with the highest percentage commission to the Department.
- 1.20 Vending Machine: As utilized in this ITB, a vending machine shall include, but not be limited to, a self-contained device for the dispensing of foodstuffs, liquids, or other products when money is inserted into the device.

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SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately one hundred thousand (100,000) to date. These inmates are housed in both privately-operated and state-operated facilities throughout the State including correctional institutions, annexes, work camps, work release centers, road prisons, forestry camps, and treatment centers.

Correctional Institutions are prisons with fences, razor wire or ribbon, electronic detection systems, perimeter towers with armed correctional officers and/or officers in roving perimeter vehicles. Facilities operated by the Florida Department of Corrections (hereinafter referred to as "Department" or "DC") are grouped into four (4) regions (Regions I through IV), with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida, and Region IV South Florida.

The Department's Office of Institutions under the direction of the Deputy Secretary of Institutions and Re-Entry is the programmatic office responsible for administrative oversight and support of the vending service for all state operated correctional institutions/facilities.

2.2 Overview

The successful Contractor(s) shall provide VENDING MACHINES, VENDING PRODUCTS AND RELATED SERVICES at Visiting Parks in Regions II and III, as specified in Section 3, Minimum Technical Specifications and Scope of Service, of this Invitation to Bid.

The Department is requesting bids from qualified bidders with at least three (3) years of business/corporate experience within the last five (5) years in the provision of vending services.

2.3 Statement of Purpose

For the purpose of this ITB, the Department is requesting bids from qualified, responsive and responsible vendors for the provision of VENDING MACHINES, VENDING PRODUCTS AND RELATED SERVICES for Regions II and III.

The Department will make an award, by Region, to the responsive, responsible bidder submitting the highest "PERCENTAGE COMMISSION". Therefore, up to two (2) awards may be made. The Department reserves the right to add and/or delete locations or services based upon the mission or needs of the Department.

2.4 Start up and Service Implementation

The Contractor must have the capability to implement service delivery as described herein on a date agreed upon between the Contractor and the Department; however, the Department anticipates that this date shall be no later than twenty-one (21) calendar days after the execution of the contract.

2.5 Term of Contract

It is anticipated that the initial term of any Contract resulting from this ITB shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional three (3) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department. If the Department desires to renew the Contract resulting from this ITB, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

SECTION 3 – SCOPE OF SERVICE

This section contains the Scope of Service that will be required in any contract that may be executed as a result of this ITB. By submitting a bid each bidder specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this ITB, all requirements referencing “Contractor” contained within the Scope of Services below will be applicable to the bidder should he/she be deemed the successful bidder as defined as the business or entity meeting all requirements of the Department’s ITB.

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

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

3.1 General Description of Services

The Contractor shall supply products listed on the Master Vending List (Exhibit B) at Visiting Parks in Region II and Region III. This list may be modified by the Department during the term of the Contract.

3.2 Rules, Regulations and Governance

- 3.2.1 The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, and Department of Corrections’ rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this ITB and any resulting contract. The Contractor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.
- 3.2.2 The Contractor shall ensure that all Contractors’ staff providing services under this ITB complies with prevailing ethical and professional standards, and the rules, procedures and regulations noted above.
- 3.2.3 Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this procurement or resultant Contract term, the updated version will take precedence.
- 3.2.4 The Contractor shall not enter into written subcontract(s) for performance of functions under the Contract.
- 3.2.5 The Contractor agrees to make any modifications required in order to meet or comply with changes necessitated by operation of law or due to changes in practice standards or regulations or change in the Department’s mission.
- 3.2.6 Any changes in the Scope of Service required to ensuring continued compliance with State or Federal laws, statutes or regulations or Department policy will be made in accordance with Section 7.35 Scope Changes After Contract Execution.

3.3 Communications

- 3.3.1 Contract communications shall be in three forms: routine, informal and formal. For the purposes of the Contract, the following definitions shall apply:

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

- 3.3.2 The Contractor shall respond to Informal and Formal communications in writing, transmitted by facsimile and/or email.
- 3.3.3 A date/numbering system shall be utilized for tracking of all formal communications.
- 3.3.4 The only personnel authorized to use formal contract communications are the Department's Deputy Secretary of Institutions and Re-entry, Assistant Secretary of Institutions, Deputy Assistant Secretary of Institutions, Bureau Chief of Institutional Support Services, Contract Manager, Contract Administrator, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) business days of execution of the Contract resulting from this ITB. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.
- 3.3.5 In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.
- 3.3.6 In addition to the contract communications noted in Section 3.3, if there is an urgent administrative problem, the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) business days of receipt of the request.

3.4 Service Locations and Service Times

- 3.4.1 Institutions/Facility Locations: The facilities to be included under this Contract for each region are indicated in Exhibit A.
- 3.4.2 Add/Delete Institutions/Facilities for Services: The Department reserves the right to add or delete institutions/facilities receiving or requiring services under any contract resulting from this ITB upon thirty (30) calendar days written notice. Such additions or deletions may be accomplished by letter and do not require a Contract amendment.
- 3.4.3 Service Times: Vending machines shall be provided by the Contractor 24 hours/day, 7 days/week. Money collection, product replenishment, machine maintenance and repair shall be provided by the Contractor between the hours of 8:00 a.m. and 4:30 p.m. EST, Monday through Friday, or as otherwise coordinated with the shift Officer in Charge.

3.5 Contractor's Responsibilities

3.5.1 Equipment to be Provided

The Contractor shall install, at no cost to the Department, vending equipment at those locations within the Region(s) as listed in Exhibit A. All equipment shall be equipped with "bill" validators as well as a coin and/or item counters. The Contractor must demonstrate a reliable system of accounting for sales. If the accounting system is not accepted by the Department, the Department reserves the right to immediately cancel the contract and proceed to the next responsive bidder representing the highest returns to the Department.

Exhibit D, Visitor's Park Vending Equipment and Visitor's Number Count, lists the type of available utilities and provides a snapshot of the number of visitors at each facility for the time period of January 1, 2009 to December 31, 2009. This list is provided for informational purposes only and should not be construed as providing any information regarding number of transactions or revenues to be realized under any contract resulting from this ITB.

The Contractor shall provide at each Visiting Park location the type of vending equipment and supplies listed below:

1. Cold drink and snack machines only;
2. A minimum of one cold drink and one snack machine will be installed at each Visiting Park location (The actual number of vending machines located at each visiting park will range from 2 to 5 in number depending on space, institutional size, and mission of institution); and
3. Dollar validators will be required on each machine, and a separate currency changer may be required by the Contract Manager or designee.

Either the Department or the Contractor may initiate a written request for addition or deletion of vending equipment. Any request by the Contractor to add/delete equipment based on volume of sales, must include sales records in support of the change requested. Any disputes concerning equipment changes shall be resolved pursuant to Section 7.19, Disputes.

The total number of machines allocated to each location, as indicated in Exhibit D, must be installed no later than 21 calendar days after execution of the contract. If the Department deems it necessary to delete or add additional machines after the initial installation, the Contract Manager or designee will notify the Contractor in writing. By executing a contract under this ITB, the Contractor agrees to such additions/deletions and shall have thirty (30) calendar days to comply from date of the notification. Any additional machines shall be provided on the same terms and conditions as contained in the executed Contract(s) that results from this ITB.

3.5.2 Products to be Provided

The approved list of products to be dispensed in the vending machines can be found in Exhibit B, Master Vending List. This list also establishes the maximum price that may be charged for each of the listed products. Contractor shall sell only those products listed on the Master Vending List or approved substitute products in vending machines placed in Visiting Parks. Products offered must be in appropriate containers to ensure freshness and suitability for consumption. Products offered for resale must be within the manufacturer's expiration, best by, use by, sell by, or guaranteed fresh by date. The Department shall have the exclusive right to add or to delete any product to be dispensed in the vending machines based on volume of sales or other factors, without a formal contract amendment.

If the Department deems it necessary to add or to delete products after the initial installation, the Contract Manager or designee will notify the Contractor in writing. By executing a contract under this ITB, the Contractor agrees to such additions/deletions and shall have thirty (30) calendar days from the date of the notification to comply. Any additions shall be provided on the same terms and conditions as contained in the executed Contract.

Any request by the Contractor to provide alternate or substituted products shall be submitted in writing and must be approved in writing by the Contract Manager or designee. Substitute products must be of the same quality and must be packaged in the same manner (proportion size, volume and/or weight, as applicable) as the product sought to be substituted. The Department reserves the right to reject any request for substitution if, in the Department's sole discretion, the substituted product is not of the same quality or packaging (proportion, weight, volume, etc.) as the product sought to be substituted. Requests for alternate or substituted products shall be granted or denied within fifteen (15) business days of receipt of written request.

3.5.3 Services to be Provided

The Contractor shall:

- 3.5.3.1 Collect all money from each machine and record ending meter reading and cash collections for an accurate accounting of sales and cash collections for each machine. A copy of this accounting will be provided to the contract manager upon request;
- 3.5.3.2 Submit timely Monthly Sales Reports as required under Section 3.5.5, Reporting;
- 3.5.3.3 Provide all maintenance and repairs to the machines at no cost to the Department, as specified in Section 3.5.4., Operational Requirements;
- 3.5.3.4 Return a minimum of once-per-week to each facility, on a regularly scheduled day as determined by the Warden or his/her designee, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;
- 3.5.3.5 Return within 24 hours prior to Special Visitor's Days, Exhibit E, to replenish vending stock and vending supplies, if applicable, and to clean and sanitize all machines;
- 3.5.3.6 Be responsible for the vending machines' electrical connections;
- 3.5.3.7 Respond to any request by the institution or facility for supplies, service or assistance within 24 hours of initial request;
- 3.5.3.8 Provide the Warden of each institution with an office telephone number, email address and cell and/or pager number for at least two (2) individuals who can be reached twenty-four (24) hours per day, seven (7) days per week in regard to equipment or services to be provided under the resultant contract;
- 3.5.3.9 Remove within 24 hours notice any outdated product(s) identified by facility staff and/or department monitoring staff; and
- 3.5.4.0 Verify the counter or meter reading of Contractor's machines at time of installation (by the Warden or his/her designee).

3.5.4 Operational Requirements

- 3.5.4.1 Within thirty (30) calendar days after execution of the contract, the Contractor shall obtain and submit copies of all applicable licenses required to do business in the respective counties comprising the awarded region or with the State of Florida.
- 3.5.4.2 The Contractor shall be required to have all machines installed and fully operational at all locations, within thirty (30) calendar days of execution of the Contract that results from this ITB.

3.5.4.3 The Contractor shall repair any non-functioning machine to full operating capacity within twenty-four (24) hours of notice or replace said machine within the same time period.

3.5.4.4 The Master Vending List, Exhibit B, establishes the price list for all approved products. These prices will not be increased except upon written request of the Contractor and only as a result of Manufacturers' price increases or increases in the cost of raw materials, and only on the anniversary date of the Contract. Any requests for price increases to products must be submitted in writing to the Contract Manager at least ninety (90) calendar days prior to the annual anniversary date of the Contract. If the Contractor fails to timely submit a price increase request in writing by the required date, price increases will not be entertained by the Department until the following year's anniversary date.

3.5.4.5 In order to add/delete equipment based on volume of sales, Contractor shall submit a written request to the Contract Manager, with sales records to substantiate the change requested. Any disputes concerning equipment changes shall be resolved pursuant to Section 7.19, Disputes.

3.5.5 Reporting

A Monthly Sales Report shall be submitted on a monthly basis to the Contract Manager no later than the 10th day of the month following the month being reported. This report shall include the following:

3.5.5.1 A list of gross sales of each vending machine by product name, product type and location;

3.5.5.2 Total gross sales by each institution and region;

3.5.5.3 Copy of the restocking reports by each institution and by machine;

3.5.5.4 Commission payable to the Department per institution per visitor's park.

3.5.6 Refunds

The Contractor will be responsible for processing and making all refunds of monies lost due to malfunctions of vending machines. The Contract Manager shall review and approve the process within fifteen (15) business days of Contract execution. The Contractor shall post notices in clearly visible locations informing patrons how to request refunds. The notice shall provide the contractor's name and contact phone number.

3.5.7 Equipment Ownership

The Contractor is acknowledged to be the owner of all machines, equipment and/or merchandise which may be brought upon the Department's property by the Contractor, and nothing in this agreement will give the Department any interest, outside of the interest stated in the Contract, in such machines, equipment or merchandise.

3.5.8 Contractor Staff Conduct for Facility Access

The Contractor or designee shall make prior arrangements with the Warden or designee regarding access to the facilities for the purposes of delivering equipment, providing services or providing maintenance of equipment.

The Contractor's staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct, security procedures, and any other applicable Departmental rules, regulations, policies and procedures.

In addition, the Contractor shall ensure that all staff adheres to the following requirements:

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

- 3.5.8.2 The Contractor's staff shall not deal with any offender except in a relationship that supports services under this Contract. Specifically, contractor's staff must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager or designee any violations or attempted violation of these restrictions. In addition, no contractor's staff member shall give any gifts, favors or services to offenders, their family or close associates.
- 3.5.8.3 The Contractor's staff shall not enter into any business relationship with offenders or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.5.8.4 The Contractor's staff shall not have outside contact (other than incidental contact) with an offender being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 3.5.8.5 The Contractor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services pursuant to this Contract, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 3.5.8.6 Any violation or attempted violation of the restrictions referred to in this section regarding Contractor's staff conduct shall be reported by phone and in writing to the Contract Manager or designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- 3.5.8.7 The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.
- 3.5.9 Contractor Staff Employment Regulations**
- 3.5.9.1 The Contractors' staff assigned to this Contract shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The Department is under no obligation to inform the Contractor of the records check findings or the criteria for disqualification or removal. In order to carry out this records check, the Contractor shall provide the following data for any individual Contractor staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue.
- 3.5.9.2 The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- 3.5.9.3 No person who has been barred from any Department facility shall provide services under this Contract.
- 3.5.9.4 The Contractor shall not permit any individual to provide services under this Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons

under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.

3.5.10 Facility and Staff Security

- 3.5.10.1 The Contractor or designee shall provide the institution or facility with the following items before entering the facilities:
 - 3.5.10.1.1 a list of tools that the Contractor and/or designee will bring into the institution or facility. These tools will be inventoried upon arrival and departure.
 - 3.5.10.1.2 a current picture identification of the Contractor and/or designee, Driver's License or State of Florida ID card.
- 3.5.10.2 The Contractor shall ensure that staff wears attire suitable for the position, either a standard uniform or business casual dress.
- 3.5.10.3 The Contractor's staff shall be subject to searches of their person or searches of equipment and/or products at any time.
- 3.5.10.4 The Contractor's staff shall be subject to the requirements of Section 7.30 Convicted Felons Certification, of this ITB and may be denied access to the facility by the Warden or designee.
- 3.5.10.5 The Contractor shall provide training to its current and incoming staff on the Department's security procedures (provided in Exhibit C) on an annual basis. The Department reserves the right to bar access to any staff not attending and completing this training.

3.6 Department's Responsibilities

- 3.6.1 Provide utilities to operate machines;
- 3.6.2 Conduct background checks on Contractor employees, at no cost to the Contractor, who are responsible for carrying out the services under the contract that results from this ITB, as described in Section 3.5.9., Contractor Staff Employment Regulations;
- 3.6.3 Grant the Contractor or designee access to the Department's premises, subject to any safety concerns or issues, between the hours of 8:00 a.m. and 4:30 p.m., Monday through Friday, for the purposes of providing service, equipment or maintenance. The Contractor may be granted access to a facility at times other than 8:00 a.m. to 4:30 p.m., Monday through Friday, to complete these services only if approved by the Warden or Officer-in-Charge; and
- 3.6.4 Assume no liability for damage to equipment or loss of inventory or funds and shall not be liable for same.

3.7 Performance Measures

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

- 1) Performance Outcomes and Standards; and
- 2) Other Contract Requirements.

A description of each of the Performance Measure categories is described below:

3.7.1 Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. All performance shall be measured monthly.

- 3.7.1.1 Outcome: Commission Payments: All monthly commission payments due to the Department shall be timely received within fifteen (15) business days after the final day of the previous month.
- Measure: The number of days from the first (1st) day of the month to the date payment is received by the Department.
- Standard: One hundred percent (100%) of payments shall be received timely. This performance outcome shall be measured on a monthly basis.
- 3.7.1.2 Outcome: Fill Rate: All vending machines are expected to be filled with one hundred percent (100%) of available slots filled.
- Measure: The fill-rate shall be the actual items displayed in the machines at the institution/facility.
- Standard: Achievement of outcome must meet or exceed ninety-eight percent (98%) of fill-rate for each institution/facility on a monthly basis.
- 3.7.1.3 Outcome: Vending Products: All vending items received are expected to meet the Department of Correction's Master Vending List (Exhibit B).
- Measure: The product items shall be measured by comparing offered items in the machine to the current master vending list on a monthly basis.
- Standard: One hundred percent (100%) of offered items must comply with the master vending list.

By execution of this Contract the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

3.7.2 Other Contract Requirements

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

- 3.7.2.1 Terms and Conditions of the Contract not involving delivery of services listed above; and
- 3.7.2.2 Timely submittal of all required reports outlined in Section 3.5.5, Reporting.

Measure: The Contractor shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies. Performance for compliance with Sections 3.1 shall be measured on a monthly basis beginning the second month after services have been implemented except if earlier action is determined necessary by the Contract Manager.

3.8 Monitoring and Evaluation

The Department's Contract Manager or designated Department staff will perform monitoring during the term of the contract, but not less than once a year to ensure contract compliance. Monitoring shall include periodic review of compliance with contract service delivery including but not limited to, review of the specific contract requirements:

- 3.8.1 Reporting Submission
- 3.8.2 Operations performance
- 3.8.3 Equipment performance
- 3.8.4 Equipment maintenance

The Contract Manager or designee will provide a written monitoring report to the Contractor within three (3) weeks of the monitoring visit. When issues of non-compliance are identified in the monitoring report, a written Corrective Action Plan (CAP) will be required of the Contractor. The CAP is to be submitted to the Contract Manager within ten (10) business days of receipt of the monitoring report. If necessary, a follow-up monitoring visit will be scheduled by the Contract Manager, and will occur within thirty (30) calendar days of the original monitoring visit at which time full compliance must be met. Failure to correct deficiencies after thirty (30) calendar days of receipt of a written monitoring report notating the deficiencies may result in a determination of breach of contract and termination of services.

The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced visits to the Contractors place of business.

3.9 Liquidated Damages

By executing this Contract, the Contractor expressly agrees to the imposition of liquidated damages, 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 Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Department's Bureau of Finance and Accounting, payable to the Department in the appropriate amount, within ten (10) business days of receipt of a written notice of demand for damages due.

Liquidated Damages for Failure to meet Performance Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract must meet the Performance Measures established in Section 3.7. If the Contractor fails to meet any of these Performance Measures, the Department will impose Liquidated Damages in the following amounts per occurrence:

- 3.9.1 First occurrence: Two hundred and fifty dollars (\$250.00)
- 3.9.2 Second occurrence: Five hundred dollars (\$500.00)
- 3.9.3 Third occurrence: One thousand dollars (\$1,000.00)

The Department does not waive any other remedies it may have under law or by the terms of this contract by imposition of liquidated damages.

3.10 Deliverables

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

- 3.10.1 Timely submission of monthly commission payments.
- 3.10.2 A minimum fill rate at institutions/facilities identified in Exhibit A.
- 3.10.3 Vending products from the master product list identified in Exhibit B.
- 3.10.4 Compliance with Other Contract Requirements as identified in Section 3.7.2.

SECTION 4 - PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Kelly S. Wright, CPPB, Procurement Manager
Bureau of Procurement and Supply
Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 410-4139, Fax: (850) 922-8897
E-mail: Wright.Kelly@mail.dc.state.fl.us

From the date this ITB is issued until a notice of intended award, rejection of all bids or other notice is made, no contact related to the ITB will be allowed between a bidder and any Department staff, with the exception of the Procurement Manager or her designee. Bidders shall not contact any other employee of the Department or the State for information with respect to this solicitation. Any unauthorized contact may disqualify the bidder from further consideration.

Pursuant to Section 287.057(24), Florida Statutes, Respondents to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, 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 response.

Any person requiring special accommodations in responding to this solicitation because of a disability should call the Bureau of Procurement and Supply at 850-488-6671 at least five (5) business days prior to any pre-solicitation conference, solicitation opening or meeting. If you are hearing or speech impaired, please contact the Bureau of Procurement and Supply by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2). Bidders are encouraged to carefully review all the materials contained herein and prepare bids accordingly.

4.2 Calendar of Events

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

	DATE	TIME	ACTION
4.2.1	April 12, 2010		Release of ITB to Public and Posted on VBS
4.2.2	Week of April 19, 2010		Site Visits to Two (2) Regions
4.2.3	April 26, 2010	5:00 p.m.	Last day for written inquiries and Letter of Intent to Bid received by the Department
4.2.4	May 3, 2010		Anticipated date that written responses to written inquiries and any Addendum to the ITB will be posted on the VBS.
4.2.5	May 11, 2010	2:00 p.m.	Bids Due/Bid Opening
4.2.6	May 18, 2010		Anticipated Posting of Agency Decision
4.2.7	June 9, 2010		Anticipated Contract Start Date – Allows for transition period of twenty-one (21) days for removal and placement of equipment by July 1, 2010.

4.3 Procurement Rules

4.3.1 Submission of Bids

Each bid shall be prepared simply and economically, providing a straightforward, concise delineation of the bidders' capability to satisfy the requirements of this ITB. Fancy bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of bids, it is essential that bidders follow the format and instructions contained in the Bid Submission Requirements (Section 5, with particular emphasis on the Mandatory Responsiveness Requirements).

The Department will not consider any additional terms or conditions submitted by a bidder, including any appearing in documents attached as part of a bid response. In submitting its bid, a bidder agrees that any additional terms or conditions, whether submitted intentionally or inadvertently, shall have no force or effect.

Bids are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, 2601 Blair Stone Road, 4th floor, Tallahassee, Florida and shall be submitted to the attention of the Procurement Manager at the address listed in Section 4.1. Bids received late will not be considered and no modification by the bidder of submitted bids will be allowed. No Department staff will be held responsible for the inadvertent opening of a bid not properly sealed, addressed or identified.

Before award, the Department reserves the right to seek clarifications or request any information deemed necessary for proper review of submissions from any bidder deemed eligible for Contract award. Failure to provide requested information may result in rejection of the response.

The Department shall not be obligated to pay for information obtained from or through any bidder prior to entering into a contract with the successful bidder.

4.3.2 Bid Opening

Bids will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The name of all bidders submitting bids shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1. Cost shall be recorded at this time as specified in the Calendar of Events (Section 4.2).

4.3.3 Costs of Preparing Bid

The Department is not liable for any costs incurred by a bidder in responding to this ITB, including those for oral presentations, if applicable.

4.3.4 Disposal of Bids

All bids become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the bid will not affect this right. Should the Department reject all bids and issue a re-bid, bids submitted in response to this ITB will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Bid Rules for Withdrawal

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

4.3.6 Rejection of Bids

The Department shall reject any and all bids not meeting mandatory responsiveness requirements. In addition, the Department shall also reject any or all bids containing material deviations. The following definitions are to be utilized in making these determinations.

- 4.3.6.1 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a bid.
- 4.3.6.2 **Material Deviations:** The Department has established certain requirements with respect to bids to be submitted by bidders. The use of shall, must or will (except to indicate simple futurity) in this ITB indicates a requirement or condition which may not be waived by the Department except where the deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITB's requirements, provides an advantage to one bidder over other bidders, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 4.3.6.3 **Minor Irregularities:** A variation from the ITB terms and conditions which does not affect the price of the bid or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.

4.3.7 Bidder's Conference and Site Visits

The Department encourages minority business enterprises to participate in any scheduled site visits, bidder's conference, pre-solicitation, or pre-bid meeting.

- 4.3.7.1 **Bidders' Conference:** There will not be a Bidders' Conference scheduled under this ITB. See Section 4.3.8 for opportunities for inquiries.
- 4.3.7.2 **Site Visits:** All bidders, before submitting their bid, may visit the work site and become familiar with conditions that may in any manner affect the work to be done. The Department has set specific dates for the site visits and will not allow visits for individual bidders or visits at any other time. Bidders must call the contact person listed below two (2) days prior to start date of the site visits listed in the Calendar of Events and furnish them with the following information on all attendees, including the attendee's full name, social security number, date of birth and driver's license number. Persons present as attendees must be the same individuals noted on the written list (no changes or additions may be made). Attendees must present photo identification at the site. For security reasons, any person present for admission to a site visit not on the written list will be denied access. Attendance at the site visits is highly recommended. Bidders shall contact the following individuals to receive specific instructions:

Region II

Week of April 19, 2010

Gus Hubert, Regional Purchasing Specialist Supervisor
Department of Corrections
Region II Business Office
216 SE Corrections Way
Lake City, FL 32025
Phone: 386-754-1250
Fax: (386) 754-1226

DATE	TIME (E.S.T.)	INSTITUTION/FACILITY
Monday 4/19	10:30 AM	Taylor CI
Tuesday 4/20	10:00 AM	Reception & Medical Center
Tuesday 4/20	1:00 PM	Florida State Prison
Tuesday 4/20	3:00 PM	Lawtey

Region III

Week of April 19, 2010

Yvette Van Dever, Regional Business Manager
Department of Corrections
Region III Business Office
7504 Laurel Hill Road
Orlando, FL 32818
Phone: (407)-578-3514
Fax: (407) 521-3470

DATE	TIME (E.S.T.)	INSTITUTION/FACILITY
Wednesday 4/21	8:00 AM	Marion CI, Marion WC, Lowell CI
Thursday 4/22	12:00 PM	Tomoka CI
Thursday 4/22	4:00 PM	Central Florida Reception Center
Friday 4/23	8:00 AM	Avon Park CI
Friday 4/23	12:00 PM	Zephyrhills CI

The Department will accept verbal questions during the site visits and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with paragraph 4.3.8.1. This written response will be provided in an addendum to the ITB and shall be considered the Department's official answer or position as to the question or issue posed. Verbal answers and discussions shall not be binding upon the Department.

4.3.8 Bid Inquiries

4.3.8.1 Any questions from Bidders concerning this ITB shall be submitted in writing, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this ITB and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). Although e-mail inquiries are preferred, the Bidder may forward a hard copy by mail or facsimile. However, it is the responsibility of the Bidder to confirm receipt, whether e-mailed, faxed, or mailed inquiries.

4.3.8.2 Interested parties shall examine this ITB to determine if the Department's requirements are clearly stated. If there are any requirements that restrict competition, Bidders may request, in writing, to the Department that the specifications be changed. The Bidder who requests changes to the Department's specifications must identify and describe their difficulty in meeting the Department's specifications, must provide detailed justification for a change, and must recommend changes to the specifications. Requests for changes to this ITB must be received by the Department no later than the date shown for written questions in the Calendar of Events (Section 4.2). A Bidder's failure to request changes by the date described above shall be considered to constitute bidder's acceptance of Department's specifications. The Department shall determine what changes to this ITB shall be acceptable to the Department. If required, the

Department shall issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on the VBS, in order that all Bidders shall be given the opportunity of proposing to the same specifications.

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

4.3.8.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be provided by the Department pursuant to Section 287.057(2)(c), Florida Statutes.

4.3.9 Letter of Intent to Bid

All bidders planning to submit a bid are encouraged to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2). This letter may be e-mailed, mailed, faxed or hand delivered to the Procurement Manager listed in Section 4.1.

4.3.10 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted bid number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the bid, as instructed in Section 5.6, Addendum Acknowledgment Form.

4.3.11 Price/Cost Discussions

Any discussion by a bidder with any employee or authorized representative of the Department involving price or cost information, occurring prior to posting of the notice of agency decision, may result in rejection of said bidder's response.

4.3.12 Verbal Instructions

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

4.3.13 No Prior Involvement and Conflicts of Interest

The bidder shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service which he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the bidder. 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.

4.3.14 Department of State Licensing Requirements

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

4.3.15 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration. The Department may not contract with vendors who are not registered.

4.3.16 Public Entity Crimes

A person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.17 Discriminatory Vendors' List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a contract or perform work as a Contractor, supplier, subcontractor, or consultant under contract with any public entity and may not transact business with any public entity.

4.3.18 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.

4.3.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Bidder 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 respondent on the cover, and shall be clearly titled "Redacted Copy." The Redacted Copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records.

4.3.20 Disclosure of Bid Submittal Contents

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Bidder or its agents. All replies shall become the property of the Department and shall not be returned to the Bidder. 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 bid shall not affect this right.

4.4 Posting of Notice of Agency Decision

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

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Section 4.3.10).

4.4.1 Any bidder who desires to protest the Agency's intended decision must file the following documents pursuant to Section 120.57(3), Florida Statutes, with the Agency Clerk in the Department's Office of General Counsel and provide copies to the Procurement Manager listed in Section 4.1 of this ITB.

4.4.1.1 A written Notice of Intent to Protest within seventy-two (72) hours, (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period) after posting of the Notice of Agency Decision.

4.4.1.2 A formal written protest by petition within ten (10) business days after the date on which the Notice of Intent to Protest is filed.

4.4.1.3 A protest bond (see Section 4.4.3) within ten (10) business days after the date on which the Notice of Intent to Protest is filed.

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

4.4.3 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate total value of the proposed Contract. The amount of the bond will be provided by the Department pursuant to Section 287.057(2)(c), Florida Statutes.

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SECTION 5 – BID SUBMISSION REQUIREMENTS

Bid Format

The bidder shall supply one (1) original signed Bid, and five (5) copies of the Bid. Bids shall be in sealed packages each clearly marked with Bidder's company name and labeled "ITB #09-DC-8151 Visiting Parks Vending – Regions II and III".

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

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

All bids must contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, (Example: "Tab 1, Mandatory Responsiveness Requirements"), such that the Departmental staff can easily turn to "Tabbed" sections during the review process. Failure to have all copies properly "tabbed" makes it much more difficult for the Department to review the bid.

Bid Contents

The Department will review bids for compliance with Mandatory Responsiveness Requirements. Additionally, the Department will review all other required bid submittals for compliance with minimum requirements contained in the ITB document.

5.1 Tab 1. Mandatory Responsiveness Requirements

The following terms, conditions, or requirements must be met by the bidder to be considered responsive to this ITB. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet responsiveness requirements will not be further reviewed. Note: Copies of rejected bids will be retained in the ITB file.

5.1.1 It is mandatory that the bid package is received by the Department by the date and time specified in Section 4.2, Calendar of Events.

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

Additionally, the bidder shall complete, sign and return, under Tab 1, the Florida Department of Corrections, ITB Contractual Services' cover sheet, which is the front cover of this ITB document.

5.2 Tab 2. Transmittal Letter with Executive Summary

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

5.2.1 Information indicating that the bidder is a corporation or other legal entity, if applicable.

- 5.2.2 Proof that the bidder is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the Secretary of State's Office – Division of Corporations at www.sunbiz.org.) In addition, provide the Bidder's corporate document number or fictitious name file number, if applicable.
- 5.2.3 Information certifying that the bidder will not use subcontractors.
- 5.2.4 The bidder's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.5 A statement identifying and explaining any deviations the bid makes from the detailed specifications and requirements of this ITB or a statement that no deviations exist in the bid. The State of Florida reserves the right to reject any bids containing material deviations.
- 5.2.6 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the bidder or its affiliates, including parent corporations. If no officer, director, employee or other agent of the bidder is also an employee of the State or no State employee owns a five percent (5%) interest in the bidder or its' affiliates or parent corporation, a statement to that affect, as applicable, shall be provided.
- 5.2.7 A statement affirmatively certifying that the bidder has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITB.
- 5.2.8 The bidder's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any Contract resulting from this ITB.
- 5.2.9 The bidder shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years. Bidder shall also identify all entities of or related to the bidder (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of bidder), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or not, or entered into any type of settlement agreement concerning charges of fraud, or any other type of dealings contrary to federal, state, or other regulatory agency regulations. Bidder shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3 Tab 3. Business/Corporate Experience

The purpose of this section is to provide the Department with a basis for determining the bidder's/organization's financial strength, competence and experience to undertake a project of this size. The Department is not interested in a voluminous description of previous contracts but rather a concise and thorough description of relevant information, background and experience as specified herein.

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

5.3.1 Business/Corporate Background

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

- 5.3.1.1 date established;
- 5.3.1.2 primary type of business and number of years conducting primary business.

5.3.2 Business/Corporate References

The bidder shall furnish, under Tab. 3, a minimum of two (2) and a maximum of three (3) Business/Corporate References (utilizing the form provided as ATTACHMENT 2) with their bid, to support the requirements of Business/Corporate Experience as described in Section 2.2 of this ITB. In order to qualify as current experience, services described by corporate references shall be ongoing or shall have been completed within the twenty-four (24) months preceding the issue date of this ITB.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the bidder (which should be directly relevant to the services outlined in this ITB), dates the bidder provided such services, the firm/agency name of the entity for which the bidder provided services, and the reference signer's name, their current telephone number, address and, if possible, their e-mail address. Reference(s) shall include statements supporting that the bidder has performed services similar in magnitude and scope to those requested in the ITB. References that do not support prior relevant service delivery shall be rejected. The Department may request additional references. Employees of the Department may not be used and will not be accepted as corporate references. The Department reserves the right to contact the above-provided references as well as reference sources not listed in the bid.

5.4 Tab 4. Contact for Contract Administration

The bidder shall complete ATTACHMENT 3 and insert it under Tab 4 of the bid.

5.5 Tab 5. Certification of Drug Free Workplace Program

If applicable, the bidder shall complete and sign ATTACHMENT 4 of this ITB (Certification of Drug Free Workplace Program), and insert it under Tab 5 of the bid.

5.6 Tab 6. Addendum Acknowledgement Form

The bidder shall complete and insert each Addendum Acknowledgment Form received (example shown as ATTACHMENT 5 of this ITB) under Tab 6 of their bid, if appropriate. If no Addendums were issued, a signed statement to that effect shall be inserted under this Tab.

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

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

5.8 Tab 8. Price Sheet

5.8.1 Price Information Submission Requirements

Bids should be submitted with the most favorable pricing terms bidder can offer to the State. Each bidder shall complete and submit the Price Information Sheet. Any modifications, counter offers, deviations, or challenges shall render the bid non-responsive. By submitting an offer or offers under this ITB, each bidder warrants its agreement to the prices submitted.

The completed price sheet shall identify the name of the bidder and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the bidder to the prices proposed. The bidder shall insert the completed price sheets under Tab 8.

The Price Information Sheet calculations will be verified for accuracy by Bureau of Procurement & Supply staff assigned by the Department.

The Price Information Sheet shall identify the Name of the Bidder, Date of Submission, and shall bear the Signature of a Business/Corporate Representative authorized to bind the Contractor to the price proposed.

5.8.2 Price Information Sheet Instructions

Bidders shall indicate the highest percentage of commission for vending and related services in Region II and/or Region III, as indicated on the Price Information Sheet, Table 1. The Contract(s) resulting from this ITB will be awarded, by Region, to the responsive, responsible bidder submitting the highest percentage of commission to the Department from vending sales. Therefore, up to two (2) awards may be made.

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SECTION 6 – AWARD OF CONTRACT

6.1 Price Determination

The Price Information Sheet is located at the end of this document. Award will be made, by region, to the responsive, responsible bidder submitting the highest percentage commission on the Price Information Sheet. Therefore, up to two (2) awards may be made. A bidder may bid on one region or both regions. The bidder's past history, ability, capacity, prior contract experience, performance, integrity and all information submitted with the bid will be considered by the Department in determination of responsibility.

6.2 Incomplete Pricing Sheet

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

6.3 Identical Tie Bids

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

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

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

7.1 Contract Document

7.1.1 A bid submitted in response to this ITB shall be considered as the bidder's formal, final and best offer.

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

7.2 Contract Term

It is anticipated that the initial term of any Contract resulting from this ITB shall be for a three (3) year period. At its sole discretion, the Department may renew the Contract for one (1) additional three (3) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this ITB, it will provide written notice to the Contractor no later than ninety (90) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this ITB may be terminated by the Department upon no less than ninety (90) calendar days' notice, without cause, or by the Contractor upon no less than one hundred eighty (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.

7.3.2 Termination for Cause

If a breach of the Contract resulting from this ITB occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this ITB upon twenty-four (24) hours' notice. 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. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.3 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 resulting from this ITB.

7.4 Payments and Invoices

7.4.1 Payment

The Contractor shall compensate the Department with a commission equal to the percentage of revenues derived from the operation of said equipment as submitted by the Contractor on the Bidders Price Information Sheet (Table #1). Such payments shall be made by the 15th day of each month for the previous month's revenue. The Department shall have the right to accompany the Contractor when the revenue is collected from the equipment and conduct a hard count of the money on-site, which consists of counting the money with a portable coin counter that shall be provided by the Contractor.

7.4.2 Payment Submission

The Contractor agrees that each payment will include a detailed accounting of how the commission was arrived at in detail sufficient for a pre-audit and post-audit thereof.

The Contractor shall submit monthly commission payments and records to:

Department of Corrections
Bureau of Finance and Accounting
P.O. Box 13600
Tallahassee, FL 32317-3600

The Contractor shall submit monthly sales reports and records to:

Department of Corrections
Bureau of Institutional Support Services
c/o Contract Manager
2601 Blair Stone Road
Tallahassee, FL 32399-2500

7.5 Travel Expenses

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

7.6 Contract Modifications

Modifications to the provisions of any Contract resulting from this ITB, with the exception of Section 7.7, Contract Management, Exhibit A, Correctional Institutions/Facilities and Exhibit B, Master Vending List shall be valid only through execution of a formal Contract amendment, signed by both parties.

7.7 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this ITB. The Department will assign individuals (with address and phone number indicated), as Contract Manager and Contract Administrator for the Contract.

7.7.1 Department's Contract Manager

The Contract Manager for this Contract will be named upon issuance of the Contract.

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

- 7.7.1.1 maintain a contract management file;
- 7.7.1.2 serve as the liaison between the Department and the Contractor;
- 7.7.1.3 evaluate the Contractor's performance;
- 7.7.1.4 direct the Contract Administrator to process all amendments, renewals and terminations of this Contract; and
- 7.7.1.5 evaluate Contractor performance upon completion of the overall Contract. This evaluation will be placed on file and may be considered if the Contract is subsequently used as a reference in future procurements.

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

- 7.7.1.6 verify receipt of deliverables from the Contractor;
- 7.7.1.7 review, verify, and approve invoices from the Contractor; and
- 7.7.1.8 monitor the Contractor's performance.

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

7.7.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500
Telephone: (850) 488-6671
Fax: (850) 921-6902

The Contract Administrator may delegate the following functions to designated Department employees:

- a. maintain the Contract Administration file;
- b. process all Contract amendments, renewals, and termination of the Contract; and
- c. maintain the official records of all formal Contract correspondence between the Department and the Contractor, provided by the Contract Manager for filing in the Contract Administration File.

7.7.3 Contract Management Changes

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

7.8 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the Department of Financial Services' Toll Free Hotline.

7.9 Contractor's Expenses

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

7.10 Records

7.10.1 Public Records Law

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

7.10.2 Audit Records

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

7.10.3 Retention of Records

The Contractor agrees to retain financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this ITB, with the exception of inmate healthcare records, for a period of five (5) years. (Healthcare records will remain the property of the Department). The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this ITB. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of the Contract resulting from this ITB, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Contract Manager within thirty (30) calendar days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract resulting from this ITB, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to the Contract resulting from this ITB and shall notify the Department by certified mail within ten (10) business days if/when the records are moved to a new location.

7.11 State Objectives

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

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 2601 Blair Stone Road, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this ITB.)

- 7.11.1 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 Contractors and sub-contractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this solicitation.

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

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 documentation should identify any participation by diverse contractors and suppliers as prime contractors, sub-contractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/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 this contract.

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

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

If applicable, the Contractor shall submit a plan describing how it will address the use of RESPECT in offering the items bid.

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

If applicable, the Contractor shall submit a plan describing how it will address the use of PRIDE in offering the items bid.

7.12 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this ITB, it shall, in publicizing, advertising, or

describing the sponsorship of the program, state: "Sponsored by Contractor's name and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

7.13 Employment of Department Personnel

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

7.14 Non-Discrimination

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

7.15 Americans with Disabilities Act

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

7.16 Indemnification

The Contractor 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 Contractor, or its employees or agents, in the course of the operations of the Contract resulting from this ITB, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

7.17 Contractor's Insurance

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

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

7.18 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this ITB produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract

resulting from this ITB, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this ITB. All computer programs and other documentation produced as part of the Contract resulting from this ITB shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

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

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

7.19 Disputes

Any dispute concerning performance of the Contract resulting from this ITB shall be resolved informally by the Contract Manager or designee. Any administrative dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Deputy Assistant Secretary of Institutions. The Deputy Assistant Secretary of Institutions shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager or designee and the Contract Administrator.

7.20 Independent Contractor Status

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

7.21 Assignment

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

7.22 Force Majeure

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

7.23 Substitution of Key Personnel

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

7.24 Severability

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

7.25 Use of Funds for Lobbying Prohibited

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

7.26 Conflict of Interest

The Contractor shall not compensate in any manner, directly or indirectly, any officer, agent or employee of the Department for any act or service that he/she may do, or perform for, or on behalf of, any officer, agent, or employee of the Contractor. 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 Contractor 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 the Contract resulting from this ITB.

7.27 State Licensing Requirements

The Contractor, as an entity defined under Chapters 607, 617, or 620, Florida Statutes, seeking to do business with the Department, shall be on file and in good standing with the Florida Department of State.

7.28 Public Entity Crimes Information Statement

A person or affiliate who has been placed on the Convicted Contractor List following a conviction for a public entity crime may not submit a bid or proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a Contractor, supplier, subcontractor, or consultant under a Contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, Florida Statutes, for Category Two for a period of thirty-six (36) months from the date of being placed on the Convicted Contractor List.

7.29 Governing Law and Venue

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

7.30 Convicted Felons Certification

No personnel assigned to the Contract, resulting from this ITB, may be a convicted felon or have relatives either confined by or under supervision of the Department.

7.31 No Third Party Beneficiaries

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

7.32 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

7.33 Reservation of Rights

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

7.34 Cooperative Purchasing

As provided in section 287.042(16)(a), F.S., other state agencies may purchase from the resulting contract, provided that the Department of Management Services has determined that the contract's use is cost effective and in the best interest of the State. Upon such approval, the Contractor may, at its discretion, sell these commodities or services to additional agencies, upon the terms and conditions contained herein. In addition, other political subdivisions may also purchase from this contract at the discretion of the Contractor. Entities purchasing from this contract assume and bear complete responsibility with regard to performance of any contractual obligation or term.

7.35 Scope Changes after Contract Execution

During the term of any contract resulting from this ITB, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

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

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

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

MANDATORY FORM
ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
ITB #09-DC-8151

1. Business/Corporate Experience

This is to certify that the bidder has at least three (3) years of business/corporate experience within the last five (5) years relevant to the provision of vending services.

2. Authority to Legally Bind the Bidder

This is to certify that the person signing the ITB Contractual Services Cover Sheet and the Executive Summary/Transmittal Letter is the person in the bidder's organization responsible for, or authorized to make, binding decisions as to the prices bid.

3. Acceptance of Terms and Conditions

This is to certify that the Bidder will comply with all terms and conditions contained within the ITB.

4. Certification of Minimum Service Requirements/No Deviations

This is to certify that the service bid meets or exceeds the minimum service requirements as specified in Section 3, Scope of Service of this ITB. Furthermore, this is to certify that the bid submission contains no deviations from the requirements of this ITB.

5. Statement of No Involvement

This is to certify that the person signing the Bid has not participated, and will not participate, in any action contrary to the items in this ITB.

6. Statement of No Inducement

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

7. Statement of Non-Disclosure

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

8. Statement of Non-Collusion

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

9. Statement of No Investigation/Conviction

This is to certify that the bidder, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three (3) years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

10. Non-Discrimination Statement

This is to certify that the bidder does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

11. Unauthorized Alien Statement

This is to certify that the bidder does not knowingly employ unauthorized alien workers, pursuant to Section 274A of the Immigration and Nationality Act.

Dated this _____ day of _____ 2010.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____ 2010.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
ITB #09-DC-8151

(THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Bidder's Name): _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM/ENTITY PROVIDING REFERENCE (if applicable): _____

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

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

3. A. If a Customer, please specifically describe the primary service this entity provides to you. i.e. Does this bidder provide food vending services or other type of food services?

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

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

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

5. Can you identify the total number of years that this entity has provided vending services? Please provide dates to the best of your knowledge.
-
-
6. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).
-
-
-
7. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.
-
-
-
8. Would you conduct business with this business/corporate entity again? If no, please state the reason.
-
-
-
9. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.
-
-
-
10. Will you provide a phone number, fax or email address so we may contact you for further questions, if necessary?
-
-

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE ITB RESPONSE.

Dated this _____ day of _____ 2010.

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 be misleading.

Subscribed and sworn before me this _____ day of _____ 2010.

Personally Known _____ OR Produced Identification _____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 3 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
ITB #09-DC-8151

The bidder shall designate one person authorized to conduct contract administration and function as the Contractor's Representative under the Contract resulting from this ITB.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 4 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
ITB #09-DC-8151

Section 287.087 of the Florida Statutes provides that, where identical tie responses are received, preference shall be given to a bid received from a respondent 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, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on 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.

VENDOR'S SIGNATURE

(Form revised 4/06/06)

ATTACHMENT 5 – ADDENDUM ACKNOWLEDGMENT FORM
ITB #09-DC-8151

ITB ADDENDUM – SAMPLE ONLY

Department of Corrections
2601 Blair Stone Road
Tallahassee, Florida 32399-2500

BID NO: ITB #09-DC-8151

BID TITLE: Visiting Parks Vending – Regions II and III

RELEASE DATE: April 12, 2010

OPENING DATE: May 11, 2010

ADDENDUM NO.:

DATE:

PLEASE BE ADVISED THAT THE FOLLOWING CHANGES ARE APPLICABLE TO THE ORIGINAL SPECIFICATIONS OF THE ABOVE-REFERENCED ITB:

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, BID SUBMISSION REQUIREMENTS, WITH THE BID. FAILURE TO DO SO MAY SUBJECT THE BIDDER TO DISQUALIFICATION.

BIDDER: _____

BY: _____

ADDRESS: _____

TELEPHONE: _____

CITY, STATE: _____

DATE: _____

AUTHORIZED SIGNATURE

EXHIBIT A - CORRECTIONAL INSTITUTIONS/FACILITIES

ITB-09-DC-8151 VISITING PARKS VENDING – REGIONS II & III

REGION II

Major Institutions

Baker Correctional Institution (Male)

20706 US 90 W.
Sanderson, Florida 32087-0500
(386) 719-4500 Fax: (386) 758-5759

Columbia Annex (Male)

216 S.E. Corrections Way
Lake City, Florida 32025-2013
(386) 466-3000 Fax: (386) 754-7602

Florida State Prison (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-1000
(904) 368-2500 Fax: (904) 368-2732

Gainesville Correctional Institution (Male)

2845 NE 39th Avenue
Gainesville, Florida 32609-2668
(352) 955-2001 Fax: (352) 334-1675

Hamilton Annex (Male)

10650 SW 46th Street
Jasper, Florida 32052-1360
(386) 792-5151 Fax: (386) 792-5159

Lawtey Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-2000
(904) 782-2000 Fax: (904) 782-1388

Mayo Correctional Institution (Male)

8784 US Highway 27 West
Mayo, Florida 32066-3458
(386) 294-4500 Fax: (386) 294-4534

New River Correctional Institution "O" Unit (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-3000
(904) 368-3000 Fax: (904) 368-3205

Reception and Medical Center – West Unit (Male)

P.O. Box 628 Hwy 231
Lake Butler, Florida 32054-0628
(386) 496-6000 Fax: (386) 496-3287

Columbia Correctional Institution (Male)

216 S.E. Corrections Way
Lake City, Florida 32025-2013
(386) 754-7600 Fax: (386) 754-7602

Cross City Correctional Institution (Male)

P.O. Box 1500
Veteran's Road
Cross City, Florida 32628-1500
(352) 498-4444 Fax: (352) 498-4333 or 4334

Florida State Prison – West Unit (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-1000
(904) 368-2500 Fax: (904) 368-2732

Hamilton Correctional Institution (Male)

10650 SW 46th Street
Jasper, Florida 32052-1360
(386) 792-5151 Fax: (386) 792-5159

Lancaster Correctional Institution (Male Youth)

3449 S.W. State Road 26
Trenton, Florida 32693-5641
(352) 463-4100 Fax: (352) 463-3476

Madison Correctional Institution (Male)

382 Southwest MCI Way
Madison, Florida 32340-4430
(850) 973-5300 Fax: (904) 973-5339

New River Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-3000
(904) 368-3000 Fax: (904) 368-3205

Reception and Medical Center (Male)

P.O. Box 628
Hwy 231
Lake Butler, Florida 32054-0628
(386) 496-6000 Fax: (386) 496-3287

Taylor Correctional Institution (Male)

8501 Hampton Springs Road
Perry, Florida 32348-8747
(850) 838-4000 Fax: (850) 838-4024

Taylor Annex (Male)

8501 Hampton Springs Road
Perry, Florida 32348-8747
(850) 838-4002 SC 295-4002

Suwannee Annex (Male)

5964 US Hwy 90
Live Oak, Florida 32060
(386) 963-6100 Fax: (386) 963-6103

Suwannee Correctional Institution (Male)

5964 US Hwy 90
Live Oak, Florida 32060
(386) 963-6100 Fax: (386) 963-6103

Union Correctional Institution (Male)

7819 N.W. 228th Street
Raiford, Florida 32026-4000
(386) 431-2000 Fax: (386) 431-2016

Work Camps and Other Facilities

Baker Work Camp (Male)

P.O. Box 500
U.S. 90 E.
Sanderson, Florida 32087
(386) 719-4500 Fax: (386) 758-5759

Cross City Work Camp (Male)

568 NE 255th Street
Cross City, Florida 32628
(352) 498-4444 Fax: (352) 498-4333

Hamilton Work Camp (Male)

10650 SW 46th Street
Jasper, Florida 32052
(904) 792-5409 Fax: (904) 904-5159

Madison Work Camp (Male)

382 SW MCI Way
Madison, Florida 32340
(850) 973-5302 Fax: (850) 973-5358

Regional Medical Center Work Camp (Male)

7765 S. CR 231
P.O. Box 628
Lake Butler, Florida 32054
(386) 496-6000 Fax: (386) 496-3287

Suwannee Work Camp (Male)

5964 US HWY 90
Live Oak, Florida 32060
(386) 963-6100 Fax: (386) 963-6103

Columbia Work Camp (Male)

216 S. E. Corrections Way
Lake City, Florida 32025
(386) 758-0535 Fax: (386) 719-2770

Gainesville Work Camp (Male)

1000 NE 55th Blvd.
Gainesville, Florida 32609
(352) 955-2045 Fax: (352) 955-3119

Lancaster Work Camp (Male Youth)

3449 SW SR 26
Trenton, Florida 32693
(352) 463-4100 Fax: (352) 463-3476

Mayo Work Camp (Male)

8976 US 27 West
Mayo, Florida 32066
(386) 294-4752 Fax: (386) 294-4532

Taylor Work Camp (Male)

8501 Hampton Springs Road
Perry, Florida 32348
(850) 223-4501 Fax: (850) 838-4024

Work Release Centers

Lake City WRC (Male)

1099 N.W. Dot Gin
Lake City, Florida 32055
(386) 758-0535 Fax: (352) 955-3162

Dinsmore WRC (Male)

13200 Old Kings Road
Jacksonville, Florida 32219
(904) 924-1700 Fax: (904) 924-1704

Santa Fe WRC (Male)

2901 Northeast 39th Avenue
Gainesville, Florida 32602
(352) 955-2070 Fax: (352) 955-3162

REGION III

Major Institutions

Avon Park Correctional Institution (Male)

P.O. Box 1100
County Road 64 East
Avon Park, Florida 33826-1100
(863) 453-3174 Fax: (863) 453-1511

Central Florida Reception Center (Male)

7000 H C Kelley Rd
Orlando, FL 32831-2518
(407) 207-7777 Fax: (407) 249-6570

Central Florida Reception Center South Unit (Male)

7000 H C Kelley Rd
Orlando, FL 32831-2518
(407) 207-7777 Fax: (407) 249-6570

Hernando Correctional Institution (Female Youth)

16415 Springhill Drive
Brooksville, Florida 34604-8167
(352) 754-6715 Fax: (352) 544-2307

Lake Correctional Institution (Male)

19225 U.S. Highway 27
Clermont, Florida 34715-9025
(352) 394-6146 Fax: (352) 394-3504

Lowell Annex (Female)

11120 NW Gainesville Rd
Ocala, Florida 34482-1479
(352) 401-5301 Fax: (352) 401-5331

Polk Correctional Institution (Male)

10800 Evans Road
Polk City, Florida 33868-6925
(863) 984-2273 Fax: (863) 984-3072

Brevard Correctional Institution (Male Youth)

855 Camp Road
Cocoa, Florida 32927-3709
(321) 634-6000 Fax: (321) 637-7728

Central Florida Reception Center East Unit (Male)

7000 H C Kelley Rd
Orlando, FL 32831-2518
(407) 207-7777 Fax: (407) 249-6570

Demilley Correctional Institution (Male)

10980 Demilly Road
Polk City, Florida 33868

Hillsborough Correctional Institution (Female)

11150 Highway 672
Riverview, Florida 33569-8402
(813) 671-5022 Fax: (813) 671-5037

Lowell Correctional Institution (Female)

11120 NW Gainesville Rd
Ocala, Florida 34482-1479
(352) 401-5301 Fax: (352) 401-5331

Marion Correctional Institution (Male)

3269 NW 105th Street
Lowell, Florida 32663-0158
(352) 401-6400 Fax: (352) 840-5657

Putnam Correctional Institution (Male)

128 Yelvington Road
East Palatka, Florida 32131-2112
(386) 326-6800 Fax: (386) 312-2219

Sumter Correctional Institution (Male)

9544 County Road 476B
Bushnell, Florida 33513-0667
(352) 569-6100 Fax: (352) 569-6196

Zephyrhills Correctional Institution (Male)

2739 Gall Boulevard
Zephyrhills, Florida 33541-9701
(813) 782-5521 SC 535-1100
Fax: (813) 782-4954

Tomoka Correctional Institution (Male)

3950 Tiger Bay Road
Daytona Beach, Florida 32124-1098
(386) 323-1070 Fax: (386) 323-1006

Work Camps and other facilities

Avon Park Work Camp (Male)

P.O. Box 1100
County Road 64 East
Avon Park, Florida 33826-1100
(863) 453-3174 Fax: (863) 453-1511

Lowell Work Camp (Female)

11120 NW Gainesville Rd
Ocala, Florida 34482
(352) 401-5359 Fax: (352) 401-5331

Marion Work Camp (Male)

P.O. Box 158
3269 NW 105th Street
Lowell, Florida 32663
(352) 401-6865 Fax: (352) 401-6443

Sumter Boot Camp (Male Youth)

9544 County Road 476B
Bushnell, Florida 33513
(352) 569-6106 Fax: (352) 569-6196

Largo Road Prison (Male)

5201 Ulmerton Road
Clearwater, Florida 33760
(727) 570-5135 Fax: (727) 570-3201

Tomoka Work Camp (Male)

3950 Tiger Bay Road
Daytona Beach, FL 32124
(386) 323-1220 Fax: (386) 323-1227

Brevard Work Camp (Male Youth)

855 Camp Road
Cocoa, Florida 32927-3709
(321) 634-6130 Fax: (321) 634-6051

Lowell Boot Camp (Female Youth)

11120 NW Gainesville Rd
Ocala, Florida 34482
(352) 401-5359 Fax: (352) 401-5331

Sumter Work Camp (Male)

9544 County Road 476B
Bushnell, Florida 33513
(352) 569-6106 Fax: (352) 569-6196

Polk Work Camp (Male)

10800 Evans Road
Polk City, Florida 33868
(941) 984-2273 Fax: (941) 984-3072

Levy Forestry Camp (Female)

1251 NE CR 343
Bronson, Florida 32621
(352) 486-5331 Fax: (352) 486-5335

Work Release Centers

Cocoa WRC (Male)

585 Camp Road
Cocoa, Florida 32927
(321) 690-3210 Fax: (321) 634-6002

Orlando WRC (Female)

7300 Laurel Hill Road
Orlando, Florida 32818
(407) 578-3510 Fax: (407) 578-3509

Pinellas WRC (Female)

5205 Ulmerton Road
Clearwater, Florida 33760
(727) 570-5138 Fax: (727) 570-3187

Tarpon Springs WRC (Male)

566 Brady Road
Tarpon Springs, Florida 34689
(727) 942-5420 Fax: (727) 942-5469

Kissimmee WRC (Male)

2925 Michigan Avenue
Kissimmee, Florida 34744
(407) 846-5210 Fax: (407) 846-5368

Bartow WRC (Male)

550 N. Restwood Avenue
Bartow, Florida 33830
(863) 534-7037 Fax: (863) 534-0016

St. Petersburg WRC (Male)

4237 8th Avenue, South
St. Petersburg, Florida 33711
(727) 893-2289 Fax: (813) 893-1182

Daytona Beach WRC (Male)

3601 U.S. Highway 92
Daytona Beach, Florida 32124
(386) 238-3171 Fax: (386) 947-4058

EXHIBIT B – MASTER VENDING LIST

ITB-09-DC-8151 VISITING PARKS VENDING – REGIONS II & III

MASTER VENDING LIST

Current Menu Item	Size	Price
Snacks		
100 Cal Pk Chips Ahoy Thn Crsp	.81 oz	\$0.85
100 Cal Pk Lorna Doone Crisps	.74 oz	\$0.85
100 Cal Pk Oreo Thin Crisps	.81 oz	\$0.85
3 pk Pecan Twirls	3 oz	\$1.00
Act II BtrLvr Pcorn	3 oz	\$1.00
Andy Capp Fries Hot Vend	1.5 oz	\$1.00
Andy Capp Stk Fries HtChiliChs	1.5 oz	\$1.00
Apple Round Danish	4 oz	\$1.00
Baked Ruffles Ched & Sr Cm LSS	1.125 oz	\$0.85
Beef & Cheddar Cheese Sticks	1.125 oz	\$0.85
Bkd Lays BBQ	1.125 oz	\$0.85
Bkd Lays Orig	1.125 oz	\$0.85
Bkd Lays SCnO	1.125 oz	\$0.85
BSB Ban Pud Cck	4 oz	\$1.00
BSB Cake Coffee Cinnamon FOA -	3.4 oz	\$1.00
BSB Coco Cruh Donut	3 oz	\$1.00
BSB Dbl Choc Cck	4 oz	\$1.00
BSB Rnd Cinn Roll	5 oz	\$1.00
BSB SberryScape Cck	4 oz	\$1.00
Bsil Animl Snkr	2.125 oz	\$0.80
BsilDuplexSndwchCms 5oz	5 oz	\$0.80
Buddy Bars Multipack	2 oz	\$1.00
Bugles Original	1.5 oz	\$1.00
Cheddar Cheese Goldfish	2.25 oz	\$1.00
Cheetos Crunchy	2 oz	\$1.00
Cheetos Crunchy JalpnoChdr LSS	2 oz	\$1.00
Cheetos Flamin'Hot Chip LSS	2 oz	\$1.00
Cheetos Puffs	.875 oz	\$0.85
Cheezits 2oz	2 oz	\$1.00
Chex Mix Turtle Bars	1.2 oz	\$0.85
ChexMix BldPrty	1.75 oz	\$1.00

ChexMix Hny Nut	1.75 oz	\$1.00
ChexMix Trad	1.75 oz	\$1.00
Chips Ahoy Bite Size Cookies	2 oz	\$1.00
Dbl Decker Banana Moon Pie	2.75 oz	\$1.00
Dbl Decker Chocolate Moon Pie	2.75 oz	\$1.00
Dbl Decker Vanilla Moon Pie	2.75 oz	\$1.00
Dorito Late Night Cheeseburger	1.75 oz	\$1.00
Doritos CoolRnch	1.75 oz	\$1.00
Doritos Late Night Taco LSS	1.75 oz	\$1.00
Doritos NachoChs	1.75 oz	\$1.00
Doritos Spicy Sweet Chili LSS	1.75 oz	\$1.00
Double Barrel Salami Sticks	1.125 oz	\$0.85
Dunkin Sticks Multipack	1.67 oz	\$1.00
Famous Amos Choc Sand Cookie	2.2 oz	\$1.00
Famous Amos Choco Chip Cookie	2 oz	\$1.00
Fritos	2 oz	\$1.00
Fritos BBQ	2 oz	\$1.00
Fritos Chili Cheese	2 oz	\$1.00
Fritos FTwt Hny BBQ	2 oz	\$1.00
Funyuns LSS	1.25 oz	\$0.85
Gardetto Original Snak-Ens LSS	2.5 oz	\$1.00
Gmas Mini VanCrm	3.71 oz	\$1.00
Hickory Smoked Beef Sticks	1.125 oz	\$0.85
Hot-N-Spicy Sausage	1.125 oz	\$0.85
Kars NutNYogrtTrlMx	2 oz	\$1.00
Kars SwtnSlit TrlMx	3.5 oz	\$1.25
Klg NGrn SBerryBr	1.3 oz	\$1.00
Klg NGrnBberryBr	1.3 oz	\$1.00
Klg Nutri-Grain Apple Cinnamon	1.3 oz	\$1.00
Klg PtrtBsugrCin	3.52 oz	\$1.00
Klg Rice Krispies	1.3 oz	\$1.00
Klg Speck BBerryBr	.81 oz	\$1.00
Klg Speck SBerryBr	.81 oz	\$1.00
Knott's Cookie Shortbrd Aprict	2 oz	\$1.00
Knott's Cookie Shortbrd Rasp	2 oz	\$1.00
Knott's Cookie Strawberry LSS	3 oz	\$1.00
Lance Bar Peanut	2.21 oz	\$1.00
Lance Choc-o-Lunch	1.65 oz	\$0.75

Lance CrmChsCptWfr	1.375 oz	\$0.75
Lance Nekot	1.75 oz	\$0.75
Lance Toastchee	1.5 oz	\$0.75
Lance Van-O-Lunch	1.65 oz	\$1.00
Lays BBQ LSS	1.5 oz	\$1.00
Lays Chips	1.5 oz	\$1.00
Lays Chs PB Crkr	1.38 oz	\$0.75
Lays Kettle Sharp Cheddar LSS	1.375 oz	\$0.85
Lays Munchos	1.3125 oz	\$0.85
Lays SCnO Chp	1.5 oz	\$1.00
Lays Slt&Vinegar	1.5 oz	\$1.00
Lays ToastPBCrkr	1.38 oz	\$0.75
Lorna Doone Sleeve Cookies	1.5 oz	\$1.00
Moon Pie Peanut Butter Twin Pk	2.4 oz	\$1.00
Mrs. Freshley's Bear Claw Danish	4.0 oz	\$1.00
Mrs. Freshley's Big Dutch Apple Claw	4.25 oz	\$1.00
Mrs. Freshley's Blueberry Cheese Claw	4.25 oz	\$1.00
Mrs. Freshley's Carrot Cake	3.5 oz	\$1.00
Mrs. Freshley's Cher FrtPie	4.5 oz	\$1.00
Mrs. Freshley's Cherry Cheese Claw	4.25 oz	\$1.00
Mrs. Freshley's Choc Donut	3 oz	\$1.00
Mrs. Freshley's FriedAplPie	4.5 oz	\$1.00
Mrs. Freshley's Iced Grand Honey Bun	6 oz	\$1.00
Mrs. Freshley's Jbo Hny Bun	5 oz	\$1.00
Mrs. Freshley's Jumbo Glazed Honey Bun	4.75 oz	\$1.00
Mrs. Freshley's Pwd Donut	2.5 oz	\$1.00
Mrs. Freshley's Strawberry Cheese Claw	4.25	\$1.00
Munchies Snack Mix Chs Fix LSS	1.75 oz	\$1.00
Nat Vly Bar Sweet & Salty Pnt	1.8 oz	\$1.00
Nat Vly Cruh PB	1.5 oz	\$1.00
Nat Vly Dark Choc Chewy Mix Br	1.2 oz	\$0.85
Nat Vly Oats & Honey	1.5 oz	\$1.00
Nbco FF FigNewtons	2.1 oz	\$1.00
Nilla Wafers Mini Big Bag	2.75 oz	\$1.00
Oreo Choc Cookie	1.8 oz	\$1.00
Oreo Cookie - Golden	1.8 oz	\$1.00
Planters Honey Roasted Peanuts	2 oz	\$1.00
Planters Slt Pnuts	2 oz	\$1.00

Pop-Tart Chocolate Chip	3.67 oz	\$1.00
Pop-Tart Frosted Blueberry	3.6 oz	\$1.00
Pop-Tart Frosted Cherry	3.6 oz	\$1.00
Pop-Tart Frst Sberry	3.67 oz	\$1.00
Pop-Tart Frstd Brwn Sugar Cinn	3.5 oz	\$1.00
Pop-Tart Hot Fudge Sundae	3.67 oz	\$1.00
Pop-Tart Hot Fudge Sundae	3.38 oz	\$1.00
Pop-Tart S'mores	3.6 oz	\$1.00
Quaker Bkd Ched Mix	1.75 oz	\$1.00
Rold Gold Tny Twists Prtzi LSS	2 oz	\$1.00
Ruffles	1.5 oz	\$1.00
Ruffles Chedder SC	1.5 oz	\$1.00
Snackwells Vanilla Crm Sleeve	1.7 oz	\$1.00
Snyder Mini Pretzels	2.25 oz	\$1.00
Sun Maid Oatmeal Raisin Cookie	3 oz	\$1.00
SunChips Garden Salsa LSS	1.5 oz	\$1.00
SunChips Hrvst Ched	1.5 oz	\$1.00
SunChips Orig Chip	1.5 oz	\$1.00
SunChips Peppercorn Ranch LSS	1.5 oz	\$1.00
Swiss Creme Sandwich Cookie	1.75 oz	\$1.00
Swiss Rolls Multipack	2 oz	\$1.00
Texas Cinnamon Roll	4 oz	\$1.00
TGIF ChedBac Skn	1.75 oz	\$1.00
Twizzler Sberry	5 oz	\$1.00
Welch's Fruit Punch Fruit Snks	2.25 oz	\$1.00
Welch's Grape Fruit Snks	2.25 oz	\$1.00
Welch's Island Fruit Snacks	2.25 oz	\$1.00
Welch's Strawberry Fruit Snks	2.25 oz	\$1.00
Welch's Mx Frt Snk	2.25 oz	\$1.00
Wheat Thins Toasted Veggie Chp	1.75 oz	\$1.00
Candy		
3 Musketeers	2.13 oz	\$1.00
Almond Joy	1.61 oz	\$1.00
Baby Ruth	2.1 oz	\$1.00
BSvr Peppermint	.75 oz	\$1.00
Butterfinger	2.1 oz	\$1.00
Hrshy Almd	1.85 oz	\$1.00
Hrshy Take 5	1.95 oz	\$1.00
Jolly Rancher Screaming Sours	2 oz	\$1.00

Kit Kat Lrg	2.04 oz	\$1.00
Kit Kat XCrispy	1.61 oz	\$1.00
Lifesvrs 5 Flavor	.9 oz	\$0.75
Lifesvrs WGreen	.72 oz	\$0.75
M&lke Orig Frt	2.12 oz	\$1.00
M&M Plain	1.69 oz	\$1.00
M&M Pnut	1.74 oz	\$1.00
Milky Way Bar	2.05 oz	\$1.00
Mr. Goodbar	1.75 oz	\$1.00
Nbco Nutr Btr PB	1.9 oz	\$1.00
Nestle Crunch	1.55 oz	\$1.00
PayDay	1.85 oz	\$1.00
Reeses NutRageous	1.8 oz	\$1.00
Reeses PB Cup	2.1 oz	\$1.00
Reeses Pieces PB	1.53 oz	\$1.00
Skittles Orig	2.17 oz	\$1.00
Skittles Tropical	2.17 oz	\$1.00
Skittles Wildberry	2.17 oz	\$1.00
Snickers	2.07 oz	\$1.00
Starburst Original Fruit Chews	2.07 oz	\$1.00
Starburst Tropical Fruit Chews	2.07 oz	\$1.00
Twix	1.79 oz	\$1.00
York Mint Pattie	1.43 oz	\$1.00
Zero Bar	1.85 oz	\$1.00
Cold Beverages		
7up	20 oz	\$1.50
Aquafina	20 oz	\$1.50
Barqs Root Beer	20 oz	\$1.50
CF Pepsi	20 oz	\$1.50
Cher Coke	20 oz	\$1.50
Cherry Crush	20 oz	\$1.50
Coke Classic	20 oz	\$1.50
Coke Zero	20 oz	\$1.50
Dasani	20 oz	\$1.50
Dasani Grape	20 oz	\$1.50
Dasani Stawberry	20 oz	\$1.50
Dr Pepp	20 oz	\$1.50
Dt CF Coke	20 oz	\$1.50
Dt Cher Coke	20 oz	\$1.50

Dt Coke	20 oz	\$1.50
Dt Dr Pepp	20 oz	\$1.50
Dt Mtn Dew	20 oz	\$1.50
Dt Pepsi	20 oz	\$1.50
Fanta Grp	20 oz	\$1.50
Fanta Oran	20 oz	\$1.50
Fanta Pineapple	20 oz	\$1.50
Fanta Sberry	20 oz	\$1.50
Gatorade 2 blueberry	20 oz	\$1.50
Gatorade 2 fruit punch	20 oz	\$1.50
Gatorade 2 grape	20 oz	\$1.50
Gatorade 2 lemon lime	20 oz	\$1.50
Gatorade 2 orange	20 oz	\$1.50
Gatorade cool blue	20 oz	\$1.50
Gatorade fruit punch	20 oz	\$1.50
Gatorade glacier freeze	20 oz	\$1.50
Gatorade lemon lime	20 oz	\$1.50
Gatorade orange	20 oz	\$1.50
Gatorade riptide rush	20 oz	\$1.50
Grape Crush	20 oz	\$1.50
Lipton Brisk tea	20 oz	\$1.50
Lipton Diet Green Tea	20 oz	\$1.50
Lipton Green Tea	20 oz	\$1.50
MM Frt Punch	20 oz	\$1.50
MM Lemonade	20 oz	\$1.50
MM Orangeade	20 oz	\$1.50
MM Pink Lemonade	20 oz	\$1.50
Mtn Dew	20 oz	\$1.50
Mtn Dew Code Red	20 oz	\$1.50
Mug Root Beer	20 oz	\$1.50
Nestea Iced T w/Lmn	20 oz	\$1.50
orange ade	20 oz	\$1.50
Orange Crush	20 oz	\$1.50
Pepsi	20 oz	\$1.50
Pink lemonade Tropicana	20 oz	\$1.50
Sprite	20 oz	\$1.50
Sprite Zero	20 oz	\$1.50
Strawberry Crush	20 oz	\$1.50

Sunkist Soda Orange Diet	20 oz	\$1.50
Sunkist Soda Orange PET	20 oz	\$1.50
Tropicanna Fruit Punch	20 oz	\$1.50
Tropicanna Peach Papaya Juice	20 oz	\$1.50
Tropicanna Strawberry Mellon Juice	20 oz	\$1.50
V-8 Juice	11.5 oz	\$1.60
Yoo Hoo Choc. Drink	11 oz	\$1.10

EXHIBIT C – SECURITY GUIDELINES
ITB 09-DC-8151

Firm Representing:	
Name of Employee/Vendor:	
	(Print)

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

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

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

to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) immediately. No inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- 10) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- 13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- 14) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

Signature of Employee/Vendor

Date

Signature of Staff Witness

EXHIBIT D – VISTOR'S PARK VENDING EQUIPMENT AND SAMPLE VISITOR'S COUNT
ITB 09-DC-8151

REGION II

Institution / Facility Name	Total Number of Machines		If Water and/or Electric is available mark (W) and/or (E)	Total Visitor Count From 1-1-09 thru 12-31-09	12 Month Avg. Visitor Count From 1-1-09 thru 12-31-09
REGION II	Snack	Bottle			
Baker Correctional Institution	1	3	W & E	18,344	1,528.7
Baker Work Camp	1	1	W & E	3,553	296.1
Columbia Correctional Institution	1	2	W & E	7,339	611.6
Columbia Work Camp	1	1	W & E	1,915	159.6
Columbia Annex	1	1	W & E	58	4.8
Cross City Correctional Institution	1	2	W & E	7,074	589.5
Cross City Work Camp	1	1	W & E	1,574	131.2
Dinsmore WRC	1	1	W & E	1,580	131.7
Florida State Prison	1	2	W & E	3,981	331.8
Florida State Prison West Unit	1	2	W & E	7,581	631.8
Gainesville Correctional Institution	1	2	W & E	67	5.6
Gainesville Work Camp	1	1	W & E	2,169	180.8
Hamilton Correctional Institution	1	2	W & E	9,280	773.3
Hamilton Work Camp	1	1	E	1,435	119.6
Hamilton Annex	1	2	W & E	7,265	605.4
Lake City WRC	2	3	W & E	1,136	94.7
Lancaster Correctional Institution	1	2	W & E	9,177	764.8
Lancaster Work Camp	1	2	W & E	2,844	237.0
Lawtey Correctional Institution	1	2	W & E	6,868	572.3
Madison Correctional Institution	1	2	W & E	6,044	503.7
Madison Work Camp	1	2	W & E	1,636	136.3
Mayo Correctional Institution	1	2	W & E	10,055	837.9
Mayo Work Camp	1	1	W & E	1,773	147.8
New River Correctional Institution	1	1	W & E	10,074	839.5
New River "O" Unit	1	1	W & E	3,950	329.2
Reception and Medical Center	1	0	W & E	9,924	827.0
Reception and Medical Center West Unit	1	2	W & E	4,829	402.4
Reception and Medical Center Work Camp	0	2	W & E	3,421	285.1

Institution / Facility Name	Total Number of Machines		If Water and/or Electric is available mark (W) and/or (E)	Total Visitor Count From 1-1-09 thru 12-31-09	12 Month Avg. Visitor Count From 1-1-09 thru 12-31-09
REGION II, CONT'D	Snack	Bottle			
Santa Fe WRC	1	1	W & E	1,719	143.3
Suwannee Correctional Institution *	1	1	W & E	116	NA
Suwannee Annex***	1	1	W & E	0	NA
Suwannee Work Camp **	1	1	W & E	1,669	NA
Taylor Correctional Institution	1	2	W & E	7,146	595.5
Taylor Annex	1	1	W & E	6,899	574.9
Taylor Work Camp	1	1	W & E	N/A	0.0
Union Correctional Institution	2	4	W & E	10,085	840.4

* Facility opened 12/09

** Facility opened 3/09

*** Facility opened 6/10

REGION III

Institution / Facility Name	Total Number of Machines Currently		If Water and/or Electric is available mark (W) and/or (E)	Total Visitor Count From 1-1-09 thru 12-31-09	12 Month Avg. Visitor Count From 1-1-09 thru 12-31-09
REGION III	Snack	Bottle			
Avon Park Correctional Institution	2	2	W & E	10,253	854.4
Avon Park Work Camp	1	1	W & E	3,041	253.4
Bartow WRC	1	2	E	1,216	101.3
Brevard Correctional Institution	1	1	W & E	14,298	1,191.5
Brevard Work Camp	1	1	W & E	3,700	308.3
Central Florida Reception Center	1	1	W & E	6,452	537.7
Central Florida Reception Center East Unit	3	1	W & E	10,591	882.6
Central Florida Reception Center South Unit	1	1	W & E	939	78.3
Cocoa WRC	1	1	W & E	2,347	195.6
Daytona Beach WRC	1	1	W & E	1,534	127.8
Demilley Correctional Institution	1	1	W & E	6,364	530.3
Hernando Correctional Institution	1	1	W & E	7,433	619.4
Hillsborough Correctional Institution	1	1	W & E	6,379	531.6
Kissimmee WRC	2	2	E	1,694	141.2

Institution / Facility Name	Total Number of Machines		If Water and/or Electric is available mark (W) and/or (E)	Total Visitor Count From 1-1-09 thru 12-31-09	12 Month Avg. Visitor Count From 1-1-09 thru 12-31-09
REGION III, CONT'D					
Lake Correctional Institution	2	2	W & E	10,140	845.0
Largo Road Prison	1	1	E	1,746	145.5
Levy Forestry Camp	1	1	E	2,479	206.6
Lowell CI Annex	1	1	W & E	9,332	777.7
Lowell Correctional Institution	2	1	W & E	6,603	550.3
Lowell Work Camp	1	1	W & E	1,664	138.7
Lowell Boot Camp	1	1	W & E	35	2.9
Marion Correctional Institution	3	2	W & E	19,496	1,624.7
Marion Work Camp	1	1	W & E	3,537	294.8
Orlando WRC	2	2	E	678	56.5
Pinellas WRC	1	1	E	419	34.9
Polk Correctional Institution	2	2	W & E	17,312	1,442.7
Polk Work Camp	1	1	W & E	5,112	426.0
Putnam Correctional Institution	1	1	E	7,823	651.9
St. Petersburg WRC	2	2	W & E	2,271	189.3
Sumter Correctional Institution	3	2	W & E	23,281	1,940.1
Sumter Work Camp	1	1	E	3,658	304.8
Tarpon Springs WRC	1	1	E	1,394	116.2
Tomoka Correctional Institution	2	2	W & E	13,436	1,119.7
Tomoka Work Camp	1	1	W & E	4,511	375.9
Zephyrhills Correctional Institution	1	1	W & E	7,464	622.0

EXHIBIT E – SPECIAL VISITOR'S DAYS
ITB 09-DC-8151

33-601.722 Visiting Schedule.

(1) Regular visitors shall be allowed to visit between 9:00 a.m. and 3:00 p.m. Eastern Standard Time (EST) – 8:00 a.m. and 2:00 p.m. Central Standard Time (CST) each Saturday and Sunday.

(a) Institutions shall initiate the visiting registration process at 8:15 a.m. (EST) and 7:15 a.m. (CST). To better facilitate the registration process, visitors will be allowed to park in designated spaces no earlier than 7:30 a.m. (EST) and 6:30 a.m. (CST).

(b) Visitors shall not be processed after 2:00 p.m. (EST) and 1:00 p.m. (CST) unless authorized by the duty warden.

(c) Regular visiting shall occur on the following holidays:

1. New Year's Day;
2. Birthday of Martin Luther King, Jr., third Monday in January;
3. Memorial Day;
4. Independence Day;
5. Labor Day;
6. Veteran's Day, November 11;
7. Thanksgiving Day;
8. Friday after Thanksgiving; and
9. Christmas Day.

(d) If any of the holidays listed in paragraph (c) above falls on Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays falls on Sunday, the following Monday shall be observed as a holiday.

(2) Where unusual circumstances occur, the warden or his designee shall be authorized to allow an inmate additional visiting hours for a regular or special visitor. The exception will be based on such factors as great travel distance or infrequency of visits.

(3) The secretary or his designee shall approve or disapprove any request for changes to visiting hours or days.

Specific Authority 944.09, 944.23 FS. Law Implemented 20.315, 944.09, 944.23 FS. History–New 11-18-01, Amended 5-5-05, 10-12-05.

TABLE 1 – PRICE INFORMATION SHEET

ITB-09-DC-8151 VISITING PARKS VENDING – REGIONS II & III

The Bidder shall enter the highest “Percentage of Commission” for the provision of Vending Machines, Vending Products and related services for Department locations in Region II and/or Region III.

LOCATION	PERCENTAGE OF COMMISSION	CHECK IF “NO BID”
Region II	_____ %	_____
Region III	_____ %	_____

NAME OF BIDDER

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE