

FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
MICHAEL D. CREWS

An Equal Opportunity Employer

Carlton Building – 501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

August 7, 2014

Ms. Ashley Lear, Regional Program Director
Union Supply Group
3321 Toy Road
Grovepoint OH 43125

RE: Notice of Award for DC ITB-13-016 Food and Property Package Program Services

Dear Ms. Lear,

This letter serves as notice of award for the services in the above-named solicitation.

A Contract will be established between the Department and your company for the services in the original ITB, addendums to the ITB and your response to the ITB. The contract will be for three (3) years and will begin upon Contract execution or the date therein.

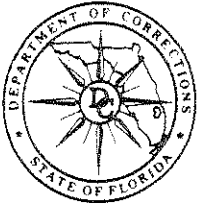
Should you have questions, please contact Shane Phillips, Bureau of Contract Management & Monitoring at (850) 717-3957 or email phillips.shane@mail.dc.state.fl.us.

Sincerely,

 Thanks!

Kelly S. Wright, Procurement Manager
Bureau of Procurement & Supply

cc: Solicitation File
Shane Phillips, Bureau of Contract Management & Monitoring
Gail Hillhouse, Bureau of Contract Management & Monitoring



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Sincerely,

 Thanks!

Kelly S. Wright, Procurement Manager
Bureau of Procurement & Supply

cc: Solicitation File
Shane Phillips, Bureau of Contract Management & Monitoring
Gail Hillhouse, Bureau of Contract Management & Monitoring

TABULATION

SOLICITATION NUMBER: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

Services

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

POSTING BEGINS (Date/Time): 7/31/2014 at 3:00 p.m.

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

Offers from the vendors listed herein are the only offers received by the opening date and time. All other offers submitted in response to this solicitation, if any, are hereby rejected as late.

POSTING ENDS (Date/Time): 8/5/2014 at 3:00 p.m.

Vendor Name	Mandatory Requirements Met (Y/N)	Commission Rate Percentage (Unit Price)	Award (Y/N)	Comments
Healthy Cuisine by Ana Amat, Inc. Miami, FL	N	20%	N	Non-responsive
Keefe Commissary Network, LLC St. Louis, MO	Y	21%	Y	
Union Supply Group, Inc. Rancho Dominguez, CA	Y	15%	Y	

OPENED BY: Kelly S. Wright

TABULATED BY: Cassandra Anderson

VERIFIED BY: Kelly S. Wright



Florida Department of Corrections
Bureau of Procurement & Supply
Attn: Kelly S. Wright, CPPB, Procurement Manager
501 South Calhoun Street
Tallahassee, Florida 32399-2500



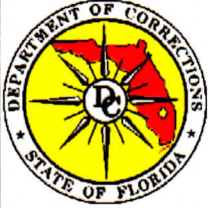
Response to DC-ITB-13-016
Food and Property Package Program-Services
for the
Florida Department of Corrections



ITB Released: December 11th, 2013
Bids Due: July 24th, 2014 2:00 p.m. EST



2301 E. PACIFICA PLACE, PO BOX 7006, RANCHO DOMINGUEZ, CA 90220
(310) 603-8899 FAX: (310) 603-8866



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page 1 of 46 pages

SUBMIT BIDS TO:

Kelly S. Wright, CPPB, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

AGENCY RELEASE DATE:

December 11, 2013

SOLICITATION TITLE:

FOOD AND PROPERTY PACKAGE PROGRAM SERVICES

SOLICITATION NO:

DC ITB-13-016

BIDS WILL BE OPENED:

January 28, 2014, at 2:00 p.m., E.T.

and remain valid for 365 days after such date and time.

VENDOR NAME:

Union Supply Group, Inc.

VENDOR MAILING ADDRESS:

2301 East Pacifica Place

CITY - STATE - ZIP:

Rancho Dominguez, CA 90224

PHONE NUMBER:

(310) 604-4642

FREE NUMBER:

(888) 308-6466

FAX NUMBER:

(310) 603-1314

EMAIL ADDRESS:

LDHay@unionsupplygroup.com

FEID NO.:

#33-0464758

Handwritten signature of L.D. Hay

*AUTHORIZED SIGNATURE (MANUAL)

L.D. Hay, Executive VP

*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 materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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 and any resulting contract or purchase order.

PRIMARY CONTACT:

NAME, TITLE: Ashley Lear, Regional Program Director

ADDRESS: 3321 Toy Road Groveport, OH 43125

PHONE NUMBER: (614) 662-9008

FAX NUMBER: (877) 264-2004

EMAIL ADDRESS: ALear@unionsupplygroup.com

SECONDARY CONTACT:

NAME, TITLE: L.D. Hay, Executive VP

ADDRESS: 2301 East Pacifica Place

PHONE NUMBER: (310) 604-4642

FAX NUMBER: (310) 603-1314

EMAIL ADDRESS: LDHay@unionsupplygroup.com

The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Respondents, Form PUR 1001 (10/06), 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 ITB document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.



**Bid DC-ITB-13-016 for
 Food and Property Package Program Services
 For the Florida Department of Corrections**

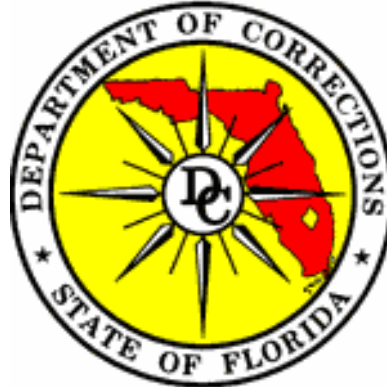


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MANDATORY FORM
ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC ITB-13-016

1. **Business/Corporate Experience**
This is to certify that the bidder has at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting.
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 Services 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, it's 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 16th day of July 2014

Name of Organization: Union Supply Group, Inc. d/b/a/ Union Supply Direct

Signed by: L.D. Hay 

Title: Executive Vice President

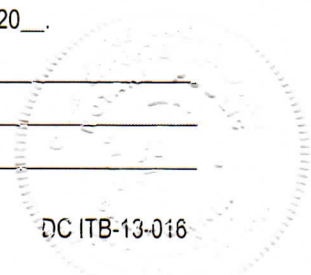
being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

Personally Known OR Produced Identification Type of Identification Produced _____

Notary Public: _____

My Commission Expires: SEE ATTACHED CERTIFICATE



CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to ~~(or affirmed)~~ before me

on this 16th day of July, 2014,
by _____
Date Month Year

(1) L.D. Hay _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(X)~~

(and)

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~

Signature Lindsey Gardner
Signature of Notary Public



Place Notary Seal and/or Stamp Above

OPTIONAL

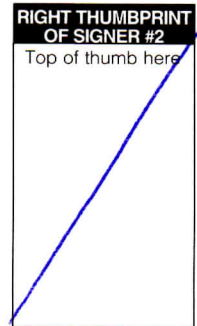
Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Attachment 1 - Certification Page

Document Date: N/A Number of Pages: 47

Signer(s) Other Than Named Above: N/A



The attached document bears the same seal

(ln)



Florida Department of Corrections
Attn: Kelly S. Wright
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

Transmittal Letter

July 22nd, 2014

Re: DC-ITB-13-016 Food and Property Package Program Services for the Florida DOC

Dear Ms. Wright:

Union Supply Group is pleased to present our bid to provide Food and Property Package Program Services for the Florida DOC. We have carefully reviewed the ITB and are confident that our operational and delivery plan, our service team and our proposed menu will fully meet the requirements of the ITB's Scope of Work.

We have included with our bid a menu and pricing proposal structured exactly as instructed by the state throughout this process. We will be glad to respond to any additional requests or requirements that the state may have; and we are willing to negotiate prices, commissions, menu contents and other details with the state either prior to or subsequent to contract award.

Union Supply has closely reviewed every requirement of the State's ITB and Amendments /Addenda and we propose to meet the State's requirements without exception or deviation.

All services will be performed at no cost to the Department and on a schedule mutually agreed with the department. This includes all order-taking, payment-processing, advertising, and printing. Orders will only be taken for authorized inmates and Union Supply will work with the Department and with any other selected vendor(s) to establish a file-sharing plan to ensure that all orders comply with the Department's limitations and requirements. Union Supply can even develop a file-exchange protocol and format on behalf of the Department that is acceptable to any other selected vendors and will host an sftp site for other vendors if the Department's IT staff do not have time to monitor and support this site. Union Supply tracks every order, adjustment, shipment, payment and return in a national database and will provide reports to the FDOC in any format, containing any information that the Department specifies. This will include, at a minimum, the Numerical Shipment Manifests, Order Summaries, and Commission Reports described in the ITB.

Union Supply has more than 700,000 ft² of warehouse space across the country and more than 100,000 ft² in our Jacksonville distribution center which is within one-day's driving time of every single FDOC facility. Our operations team in Jacksonville is led by experts with nearly 20



CORPORATE HEADQUARTERS

2301 East Pacifica Place
PO Box 7006
Rancho Dominguez, CA 90224
Main: 310.603.8899
Fax: 310.603.1314
www.unionsupplygroup.com



years' experience just serving correctional agency clients, and our service and support team in the Jacksonville office will provide on-call, round-the-clock support for every FDOC facility and officer. Union Supply is uniquely prepared, resourced and ready to fill orders at a better than 95% fill-rate and to ensure timely delivery for the FDOC on schedule exactly as specified.

All Union Supply personnel who perform services for the state under the proposed contract will pass background checks, drug tests, TB screening and will comply with all FDOC operating procedures, guidelines and security guidelines including those listed in Exhibit C of the ITB and with all institutional and security policies. No staff on temporary work visas will be employed to work on the FDOC program at any of our locations at any time. All merchandise and pricing will be at the discretion and with the approval of the Department of Corrections We will establish reporting and escalation procedures with the state upon contract award

We have also included our Information Security Plan (confidential) on the following pages as required in 5.2.8 of the ITB.

Union Supply Group, Inc. is a C Corporation incorporated (FEID #33-0464758) in California with a service office and distribution center in Jacksonville, Florida. Union Supply Direct, our package program division is a registered d/b/a of Union Supply Group. We are in good standing with both the California and Florida Secretaries of State and intend to fulfill this contract without requiring the services of any subcontractor(s). Use of any subcontractors throughout the term of this contract will be in accordance with Section 7.16 of the State's ITB.

By signing below I hereby certify that no Union Supply Group or Union Supply Group affiliate employee, director, owner, agent or beneficiary is also an employee of the State of Florida.

I further certify that Union Supply Group has no interest and shall not acquire any interest that shall conflict in any manner or degree with our performance of the services described in this bid or any resulting contract.

Per ITB requirement 5.2.9, Union Supply has not been the subject of any warning letters, disciplinary actions, complaints, or investigations by any Federal or State agency in the last five years. Nor has any Union Supply Group officers, directors, executives, affiliates, subsidiaries or d/b/a ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or relating to any Federal, State of municipal contract. We have absolutely no consents, payments or convictions to disclose as described in ITB part 5.2.9. Union Supply has never been debarred or in any was censured by any regulatory or government agency.



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2301 East Pacifica Place
PO Box 7006
Rancho Dominguez, CA 90224
Main: 310.603.8899
Fax: 310.603.1314
www.unionsupplygroup.com



The following individual is authorized to negotiate and contractually bind Union Supply for all matters related to this bid.

LD Hay, Executive *Vice-President*

Office: (310) 604-4642

Fax: (310) 603-2729

LDHay@unionsupplygroup.com

Upon contract award Ashley Lear will be Union Supply Direct's Contract Representative for the State of Florida and will manage the implementation of the requested services including the delivery schedules (to be agreed with the representatives of the various facilities); and all other processes and procedures described in the State's ITB.

Ashley Lear, Director of Inmate Programs- Eastern Region

3321 Toy Road

Groveport, OH 43125

Phone: (614) 662-9008

Fax: (877) 264-2004

Facility Staff Hotline: 1-888-584-3177

ALear@unionsupplygroup.com

Please don't hesitate to contact us directly at any time for more information or to request samples of any merchandise. We look forward to working with the State of Florida and the Department of Corrections.

Sincerely,

A handwritten signature in blue ink that reads 'L.D. Hay' with a long horizontal flourish extending to the right.

L.D. Hay, *Executive Vice President*

Union Supply Group

2301 East Pacifica Place

P.O. Box 7006

Rancho Dominguez, CA 90220

Direct: 310-604-4642

Main: (310) 603-8899 x4642

Cell: 310-651-4180

Fax: 310-603-2729

LDHay@unionsupplygroup.com



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Fax: 310.603.1314
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Union Supply Information Security Policy

Union Supply uses CommVault, a first tier Enterprise-level data archiving and protection application, to test the integrity of our database back-ups and to confirm the accuracy of restored data. We take regular SAN (Storage Area Network) snapshots and overnight back-ups to tape, so running regular CommVault reports enable us to confirm that neither stored data or any information live in our databases has been corrupted or altered. All of our mission-critical databases (Microsoft AX, SQL server, Sharepoint, Web systems, voice IVRs etc. have a full restoration dry-run and data recovery test twice a month.

Date / Time	Level	Description
2013-07-31 09:29:02	crit	ActiveX control detected/blocked! From 184.28.16.34:80 to 74.9.236.194:2947, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 09:17:43	crit	ZIP file detected/blocked! From 207.138.33.8:80 to 74.9.236.194:13168, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 09:00:52	crit	ActiveX control detected/blocked! From 37.228.108.142:80 to 74.9.236.238:2449, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:58:57	crit	ZIP file detected/blocked! From 184.28.16.18:80 to 74.9.236.194:23973, proto TCP (zone Untrust, int ethernet0/3). Occurred 2 times.
2013-07-31 08:58:56	crit	ZIP file detected/blocked! From 184.28.16.18:80 to 74.9.236.194:26952, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:54:50	crit	ZIP file detected/blocked! From 67.195.141.200:80 to 74.9.236.194:1713, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:52:02	crit	ZIP file detected/blocked! From 209.18.46.131:80 to 74.9.236.194:32384, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:38:01	crit	ActiveX control detected/blocked! From 184.28.16.42:80 to 74.9.236.194:31951, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:29:48	crit	ZIP file detected/blocked! From 96.17.148.43:80 to 74.9.236.194:30798, proto TCP (zone Untrust, int ethernet0/3). Occurred 2 times.
2013-07-31 08:29:47	crit	ZIP file detected/blocked! From 96.17.148.43:80 to 74.9.236.194:4437, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 08:08:37	crit	ZIP file detected/blocked! From 198.172.88.73:80 to 74.9.236.194:31469, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.
2013-07-31 07:59:12	crit	ZIP file detected/blocked! From 184.28.16.9:80 to 74.9.236.194:32199, proto TCP (zone Untrust, int ethernet0/3). Occurred 2 times.
2013-07-31 07:59:12	crit	ZIP file detected/blocked! From 184.28.16.9:80 to 74.9.236.194:26682, proto TCP (zone Untrust, int ethernet0/3). Occurred 2 times.
2013-07-31 07:41:53	crit	ZIP file detected/blocked! From 184.28.16.19:80 to 74.9.236.194:17458, proto TCP (zone Untrust, int ethernet0/3). Occurred 1 times.

Daily Firewall Report

Our data back-up processes, routine data restoration, accuracy and integrity testing as well as CommVault reports, automatic alerts and daily summary reports from our network firewalls and our annual PCI-compliance testing form the core of the Information Security Testing Process that we use to assess and manage our risks. Firewalls are checked daily and logs are collect real time for analysis by our Network Administrators and we use Solarwinds Orion,

Fluke Networks, and PRTG to monitor our networks and all data transmission and file exchanges with third parties.

Union Supply's data centers are located more than 100 miles apart and our RTO for disruption at either facility is under 4 hours for the other facility and under 12 for the affected facility. In addition, all applications are stored on VM servers so that they can be redeployed in minutes on working servers rather than requiring days to obtain and configure new hardware.

Union Supply's data centers is each capable of internal recovery and restoration of function and data, but our disaster recovery plan does allow for services to be restored from the other data center if one is disrupted.

Applications are stored on VM servers so that after a disaster they can be restored "virtually" on undamaged hardware even if repairs are ongoing at the data center. Database information can be recovered from the attached archives (snapshot every 15 minutes, duplicated every hour, duplicated offsite every night and stored offline in another State as well) or from the alternate data center.


Confidential

3. Union Supply Experience & Qualifications

5.3 Tab 3. Business/Corporate Qualifications

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

The 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**:


 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply Group's team devoted to package programs, Union Supply Direct, has more than a decade of experience providing customized package programs for dozens of agencies like the FDOC. Union Supply Direct currently delivers corrections-safe packages to inmates of the California Department of Rehabilitation & Correction, the NYDOC and the Ohio Department of Rehabilitation and Correction; which are the largest DOCs running packages programs. We provide database integrations, customized management software; a bi-lingual call-center, always on-call program managers, and a dedicated facility officer hotline for our client agencies to ensure that every specification and protocol they define is precisely met.

5.3.2 Business/Corporate Background

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

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



 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply Group was founded June 1st, 1991 and has been exclusively focused on providing commissary merchandise and services to correctional agencies for more than 23 years. Union Supply Group, Inc. is a privately owned S Corporation incorporated in California, with a regional office and distribution center in Jacksonville Florida. Union Supply Group is in good standing with both the California and Florida Secretaries of State. Union Supply Direct is a registered d/b/a of Union Supply Group, Inc.

Union Supply is majority-owned and managed by our founder and President Tom Thomas who is also the board secretary of Union Supply Group, Inc. No other officers of Union Supply have an ownership interest in the firm. Mr. Thomas owns 60% of the firm and two trusts own 19.875% each. Mr. John Goodman owns 0.25% of Union Supply. The board of directors consists of Mr. Thomas, Mr. Goodman, Robert Davidson, Richard Nagel and Brian Fees. Besides Mr. Thomas none of the board members are active in company management.

Union Supply is led by a team with decades of experience as correctional agency Administrators and Program Managers, Wardens, and top executives of specialized industry vendors. Union Supply Group is exclusively dedicated to serving the correctional industry and has grown from a single truck to a nationwide industry leader by emphasizing security and pricing across our entire range of products and packaging.

Union Supply remains exclusively dedicated to the correctional industry and is proud to have been a trusted collaborator and service provider to our partners for more than 20 years. Our commitment includes long-time sponsorship and participation in the American Correctional Association (ACA), American Jail Association (AJA), Southern States Correctional Association, Florida Sheriff's Association, Florida Crime Delinquency Council, Correctional Peace Officers Foundation, Association of Women Executives in Corrections, National Correctional Industry Association, National Sheriffs Association and nearly 50 other state and regional correctional and law enforcement associations across the country.


- ◆ American Correctional Association (ACA)
- ◆ American Jail Association (AJA)
- ◆ Association of Women Executives in Corrections (AWEC)
- ◆ Correctional Peace Officers Foundation (CPOF)
- ◆ National Correctional Industry Association (NCIA)
- ◆ National Organization of Hispanics in Criminal Justice (NOHCJ)
- ◆ National Sheriffs' Association® (NSA)
- ◆ Michigan Sheriffs' Association
- ◆ Mid-Atlantic States Correctional Association
- ◆ Minnesota Corrections Association
- ◆ Minnesota Sheriffs' Association
- ◆ Missouri Deputy Sheriffs' Association
- ◆ Missouri Sheriffs' Association
- ◆ New York State Sheriffs' Association
- ◆ North Carolina Correctional Association
- ◆ North Carolina Jail Administrators' Association
- ◆ Ohio Correctional and Court Services



- ◆ Southern States Correctional Association (SSCA)
- ◆ Arkansas Association of Correctional Employees Trust (AACET) (“Big Boss” level sponsor of Ball & Chain fundraiser)
- ◆ California State Sheriffs' Association
- ◆ Colorado Criminal Justice Association
- ◆ Florida Council Crime Delinquency
- ◆ Florida Sheriffs' Association
- ◆ Georgia Jail Association
- ◆ Georgia Sheriffs' Association
- ◆ Idaho Juvenile Justice Association
- ◆ Illinois Sheriffs' Association
- ◆ Indiana Sheriffs' Association
- ◆ Iowa Corrections Association
- ◆ Iowa State Sheriffs' and Deputies' Association
- ◆ Kentucky Jailers' Association
- ◆ Louisiana Sheriffs' Association
- ◆ Maine Sheriffs' Association
- ◆ Maryland Correction Administrators' Association
- ◆ Association
- ◆ Oklahoma Sheriffs' Association
- ◆ Oregon State Sheriffs' Association
- ◆ Pennsylvania Sheriffs' Association
- ◆ South Carolina Correctional Association
- ◆ South Carolina Sheriffs' Association
- ◆ Southern States Correctional Association
- ◆ Texas Corrections Association
- ◆ Texas Jail Association
- ◆ Sheriffs' Association of Texas
- ◆ United States Deputy Wardens' Association
- ◆ Utah Sheriffs' Association
- ◆ Virginia Correctional Association
- ◆ Virginia Sheriffs' Institute
- ◆ Washington Correctional Association
- ◆ West Virginia Sheriffs' Association
- ◆ Western States Sheriffs' Association
- ◆ Wisconsin Correctional Association

5.3.3 Narrative of Past Experience

As indicated in the Certification Attestation Page for Mandatory Requirements, Attachment 1, it is a mandatory responsiveness requirement that the bidder has five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two (2) years shall have been in a correctional or other security/law enforcement setting. Details of the bidder's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

 **Union Supply Direct Response:** In 1991 a Southern California Commissary Manager unable to obtain what he needed to run his facility securely approached Tom Thomas for help. Mr. Thomas was working for a Military Surplus distributor. He not only filled the orders but guaranteed his team's ability to get the officer anything else he needed in the future.

More orders arrived as Commissary Managers up and down the state heard about Mr. Thomas' promise, "From a battleship to hot sauce- we have it or we will get it!" Word continued to spread as Mr. Thomas and his team lived up to their promise. As the orders



poured in, Mr. Thomas founded Union Supply to focus exclusively on meeting correctional industry commissaries' unique needs.

From its early days when Mr. Thomas delivered goods in his own truck, Union Supply Group has grown into a nation-wide supplier of food, apparel, footwear, electronics, and personal-care products to Federal, State, County, City and private prisons, jails, work camps and half-way houses from Hawaii to Maine.

Today Union Supply works directly with hundreds of manufacturers in the US and abroad to provide more than 7,000 items in secure, jail-appropriate



designs and packaging to our clients. With hundreds of thousands of square feet of warehouse space at our shipping centers near transportation hubs in Los Angeles, Ohio and Florida as well as a growing team in Texas, Union Supply has a depth of inventory, national footprint and operational redundancy to meet the needs of the country's largest correctional agencies.

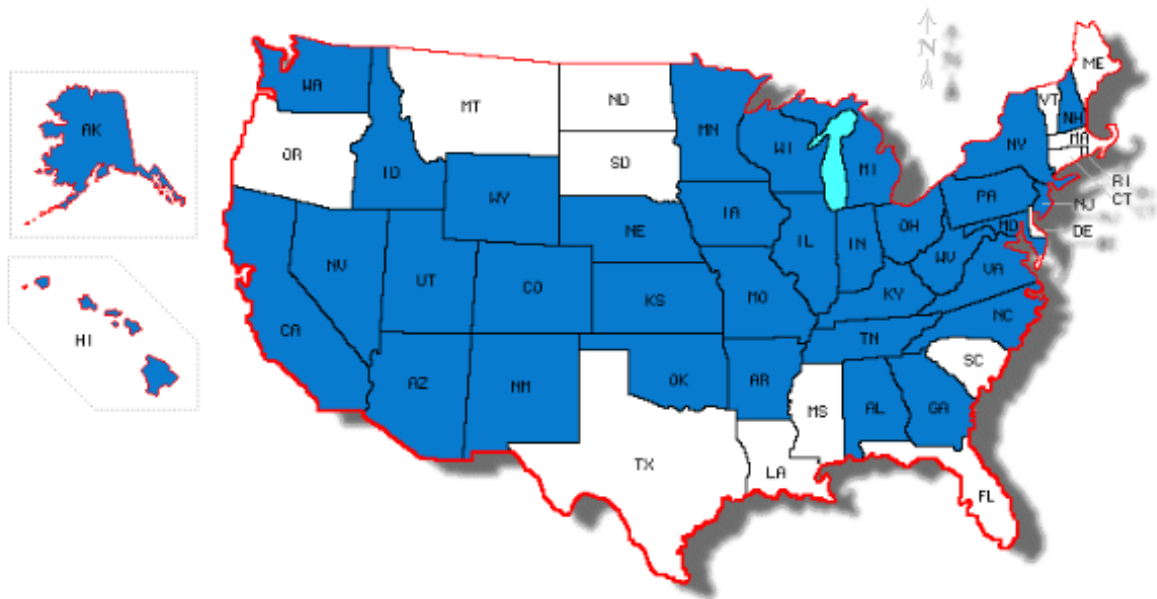
Union Supply was also a pioneer of inmate package programs in the early 2000s. Mr. Thomas led the development and roll-out of some of the first package programs, collaborating with correctional agencies to design special behavioral incentive programs and holiday programs that improved inmate morale and delivered needed revenues to our partner agencies. Today Union Supply is one of the largest package program providers in the country and has created highly tailored services to meet the unique needs of scores of large correctional agencies including more than a dozen large State Departments of Corrections.


Union Supply Direct, our division devoted to managing customized package programs, is one of the largest suppliers of inmate package programs in the country. Union Supply Direct currently manages more than 40 programs in 37 states. We run customized package programs for more than a dozen Departments of Corrections including all of the DOCs that are nearly comparable in size to the FDOC and many of the states around Florida like Alabama, Arkansas, Tennessee and North Carolina.

Union Supply Direct includes specialists in web-design, seasonal and regional consumer marketing, optimization of the product/price mix, and other areas of expertise often



overlooked by companies that focus primarily on inmate and institutional sales channels. This dedicated service and sales team draws upon the entire range of products offered by Union Supply Group to create unique product menus for each client and sales program.



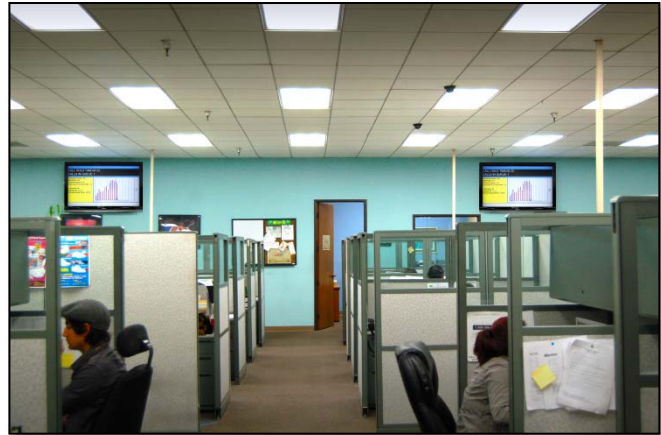
 **Current Union Supply
Property/Package Program(s)**

Every Union Supply package program client is assigned a Program Manager who will be available to answer questions, meet with the FDOC and FDOC wardens and to address service issues at any time. Ms. Ashley Lear, who will be our Program Manager for the proposed package programs, will give the FDOC a single point of contact dedicated to same-day resolution of all complaints or questions—from facility officers, inmates or the community. We also operate two separate toll-free hotlines:

- ❖ A **Facility Staff hotline** dedicated exclusively to providing help and information to correctional officer inquiries.
- ❖ Our **Customer-care and service line** for inmates' friends and families.



Union Supply operates a **fully bi-lingual**, in-house customer call center from 6:00AM -8:00 PM Monday – Friday (PST) and 7:00 AM – 1:00 PM on Saturdays. Our order processing software tracks every package and every payment and maintains a complete audit trail so that we can monitor and continually improve our service.




Union Supply Call Center

Union Supply also tracks every single call to our dedicated Facility Officer hotline. We continuously monitor our call volumes, response times, time to resolution and other data. This information enables us to hear directly from frontline experts about how our products and services are working. Monitoring the cause and resolution of each hotline call also ensures that we always have the right staff and resources available that that our staff training and preparation continue to enable us to provide the best service in the industry.



*Union Supply Service Center
real-time performance tracking*

5.3.3.1 relevant experience providing food and property package program services or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services.


 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply is the prime contractor for more than 40 food, property and holiday package programs serving correctional institutions in more than 30 states. For instance, Union Supply is the prime contractor and exclusive provider of property and shoes to all Alabama DOC inmates through our ongoing property programs for the ADOC. These programs have delivered more than thirty thousand package to ADOC inmates in the last year without operational hiccups.




The California Department of Corrections and Rehabilitation uses multiple vendors, as the FDOC proposes to do. Union Supply has been one of the largest providers of packages to CDCR inmates continuously since the late 90s and has accurately delivered these packages to more than 100 locations across California.

In the same week in which the FDOC opens this bid, our Jacksonville warehouse will dispatch more than 18 fully loaded semi-trucks with hundreds of pallets of merchandise for a North Carolina package program managed by Union Supply Direct and North Carolina Correctional Enterprises which will deliver packages to inmates in more than 60 facilities and work camps across North Carolina. No other qualified package program provider has the space, inventory and experience in Florida to handle the scope and complexity of the FDOC's proposed programs; but Union Supply is already successfully managing programs like these, from Jacksonville for agencies like the FDOC.

5.3.3.2 proof of issuance of any current required license, permit, or registration for the bidding entity;


 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has a sellers permit from the state of CA, has a safety permit from the Jacksonville Fire Marshall, is licensed to store food in our Jacksonville warehouse and is in good standing with the Florida Secretary of State. All of our permits are displayed onsite in our Jacksonville warehouse as required by law except for our CA sellers permit which is included at the end of this proposal section.

5.3.3.3 description of population to whom services have been provided, including number of service recipients and demographics;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply provides bulk commissary merchandise to more than 900 commissaries across the country which then sell to more than a million inmates of every description. We deliver property, food and holiday packages to hundreds of thousands of inmates in more than 30 states. We carry complete lines of corrections-safe merchandise tailored to appeal to all inmate demographics including hundreds of kosher, halal, low-salt, heart-healthy, sugar-free and gluten-free snacks. We also carry beauty and hygiene products designed just to appeal to African American inmates, snack foods with popular Mexican and Latin American flavors, Asian sauces and condiments and many more items that guarantee our ability to meet the needs of the FDOC's entire population throughout the term of the proposed contract.



5.3.3.4 availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply works directly with hundreds of manufacturers in the US and abroad to provide more than 7,000 items in secure, jail-appropriate designs and packaging to our clients. We have more than 100,000 of operations space in our Jacksonville warehouse and more merchandise available in our warehouses than even the FDOC uses in a year



Union Supply has more than \$6 Million of inventory of 60 models of shoes ready to ship



Union Supply keeps every size of each t-shirt model always in stock

Union Supply's deep selection of merchandise enables us to quickly begin serving a complete menu to changing inmate populations. If a FDOC would like to add items for female inmates, high-custody inmates, or snacks appropriate for diabetics, vegetarians or for inmates who require kosher or halal foods, Union Supply can immediately fill the need.

Union Supply is also a technology leader with our entire national inventory tracked in a single, secure database so that we can automatically replenish any region before any item runs out. We have a customized package program application that pulls inmate custody




levels and information from any OMS to automatically enforce dietary restrictions, property limits, weight limits, spending limits and other criteria in real-time as friends and family members place orders.

Finally, Union Supply has a twenty year track record of stability and continuity, four nationwide distribution centers with tens of millions of dollars of inventory and ample bank credit. The FDOC may contact Ms. Charlene Cortez at Wells Fargo at any time to confirm Union Supply's financial stability and ability to fully deliver merchandise and services at the scale necessary to fully meet the state's needs.

Wells Fargo
464 California Street
San Francisco, CA 94104
Phone: (415) 243-7574 Fax: (866) 871-7747
Acc!. #: 4124321001 Contact: Charlene Cortez


5.3.3.5 a list of at least 10 - 15 contracts related to the scope of services should be listed. This list should include names of the entity contracted with, addresses, phone numbers, email addresses, name of contract Manager(s) or senior official responsible for the Contract;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has provided references on Attachment II at the end of this section as required. We also invite the state to contact us at any time to request additional references. We provide package programs for many agencies similar to the FODC including:

- California Department of Corrections and Rehabilitation
- Ohio Department of Rehabilitation and Correction
- Alabama DOC
- Colorado DOC
- Utah DOC
- Washington DOC
- North Carolina DOC
- Kansas DOC
- Arkansas DOC
- Tennessee DOC
- NYDOC
- New Hampshire DOC
- Oklahoma DOC




5.3.3.6 a list of contracts the bidder has provided services under that were terminated or cancelled prior to original expiration date by any party or for which bidder requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the bidder should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has never had a contract terminated due to failure to perform. We have never had an ongoing contract terminated prior to expiration for any reason whatsoever, either by mutual consent or otherwise.

5.3.3.7 summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Bidder should identify the amount of any payments or fines imposed in regard to any of the foregoing).

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has not been the subject of any warning letters, disciplinary actions, complaints, or investigations by any Federal or State agency in the last five years. Nor has any Union Supply Group officers, directors, executives, affiliates, subsidiaries or d/b/a ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or relating to any Federal, State or municipal contract. We have absolutely no consents, payments or convictions to disclose as described in ITB part 5.2.9. Union Supply has never been debarred or in any was censured by any regulatory or government agency.



Union Supply is a values-driven company with a top-to-bottom commitment to high ethical standards. A Core Values statement created by our founder and President is part of every hiring package and orientation; it is on the front page of every company newsletter; is repeated in every training session; and adherence to these values in everything we do is part of every employee's evaluation.

Being ethical and conducting our business ethically is our number one core value and every department from Purchasing to Accounting is required to take to make being ethical their first priority when formulating policy or conducting day-to-day business. We measure success by meeting your standards and pride ourselves on our 20 years of helping the agencies we work with fulfill their important missions.

Union Supply Core Values

Ethical: We follow the government guidelines that are law and the code of ethics established within our organization. We never cross the line, and we prove ourselves trustworthy by adhering to our personal and organizational values.

Service Excellence: Serving the correctional industry is our reason for existence. We continuously seek to improve the quality of our products and services, while striving to exceed our customer's expectations.

Security: Our facilities, record keeping and data files are maintained securely and confidentially, like the Pentagon.

Safety: We will maintain the highest standard of safety.

Teamwork: We work together sharing a common purpose, a common culture and a common goal.

Innovation: We never stand still; we are never satisfied. Individually, and as a team, we constantly look at what we are doing and ask, "How can we do it better?" or, "How can we make it better?"

Accountability: We don't say "it's not my job" or, "it's not my fault". We take responsibility for meeting our commitments, both individual and companywide.

Happiness: We enjoy what we do, and we take our jobs seriously. We hire happy employees, and we strive to keep them happy.


5.3.4 Business/Corporate References

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

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

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



 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has provided references on Form II as requested and will gladly provide additional references upon request. We invite the Procurement Manager to contact us or our references at any time.



**ATTACHMENT 2 – BUSINESS CORPORATE REFERENCE FORM
DC ITB-13-016**

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

1.) Name of Company/Agency: Ohio Department of Rehabilitation & Correction

Contact Person: Amanda Moon-Thomas

Phone Number: (614) 752-0283

Address: 770 W. Broad Street Columbus, OH 43222

Email Address: Amanda.Moon-Thomas@odrc.state.oh.us

2.) Name of Company/Agency: North Carolina Department of Public Safety

Contact Person: Mary Beth-Carroll

Phone Number: (919) 838-4029

Address: 831 W. Morgan Street Raleigh, NC 27699-4261

Email Address: MaryBeth.Carroll@doc.nc.gov

3.) Name of Company/Agency: Alabama Department of Corrections

Contact Person: Robert Brantley, Accounting Director

Phone Number: (334) 353-5561

Address: 301 S. Ripley St. PO Box 30501 Montgomery, AL 36130

Email Address: Robert.Brantley@doc.alabama.gov

4.) Name of Company/Agency: Tennessee Department of Corrections

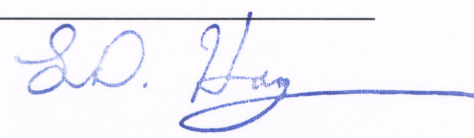
Contact Person: Wes Landers, CFO

Phone Number: (615) 337-1225

Address: _____

Email Address: Wes.Landers@TN.gov

Union Supply Group, Inc.
Name of Bidder's Organization



Signature of Authorized Representative and Date

L.D. Hay
Print Name

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

7/25/1994 SR Y AA 14775035 00001 AA

**UNION SUPPLY COMPANY INC.
399 W. ARTESIA BLVD.
COMPTON, CA 90220**

*THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-R-LZ REV. 12 (8-95)

**NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections* 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated.

4. Union Supply Project Team


5.4 Tab 4. Project Staff

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

5.4.1 Business/Corporate Key Project Personnel Staff Requirements

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

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has assigned a team to the FDOC with more than 100 years' experience planning, implementing and managing programs for correctional agencies and in correctional settings. In addition to the CEO and Account Manager positions that the Department has requested resumes for, our team for Florida will also be led by:

LD Hay, Executive Vice President

Mr. Hay has 24 years of hands-on experience in strategic planning and business development as well as project and product management in the corrections industry. Prior to joining Union Supply, Mr. Hay worked for more than 18 years with the Colorado Department of Corrections, serving the last five years as the Director of Finance and Administration while also acting as the Department's Chief Financial Officer. In those roles, Mr. Hay oversaw a broad range of administrative and operational functions for the Department, including Budget and Finance, Planning and Analysis, Human Resources, Payroll, Risk Management, Training, Correctional Industries, Canteen and Commissary, Legal Access, Facility Services, Business Technology, ACA, Medical Operations, Education and Vocational Education, Sex Offender Treatment, Drug and Alcohol Treatment and Intergovernmental Relations.

After leaving the CDOC, Mr. Hay joined a company that provides kiosks and deposit and transaction services for correctional agencies nationwide, becoming their Chief Business Development Officer. Mr. Hay worked with clients to chart a development path and worked with each implementation team to meet their goals. Today that company's products



are deployed in 25 states and more than 60 county corrections agencies housing more than 1.2 million offenders.

Guy Steele, Chief Operating Officer

Mr. Steele has been with Union Supply for more than 7 years, and his responsibilities include the oversight of all logistics, purchasing, inventory management, financial reporting, planning, and forecasting as well as information technology and human resources.

Mr. Steele has accounting and MBA degrees and decades of experience with information management, logistics, and accounting systems for multi-location warehouse and distribution companies. With Union Supply Mr. Steele has implemented an integrated database to track inventory, forecast usage and automate replenishment and purchasing nationwide to give our customers the most responsive service and complete fulfillment available anywhere.

Doyle Schaefers, Chief Technology Officer

Mr. Schaefers leads Union Supply Group's in-house technology teams as they incorporate elements from best-in-class hardware and software providers into an integrated services and technology solution for our clients. From electronic signature recognition in the booking deposit kiosks to the data-centers storing our clients' records, Mr. Schaefers' team selects and integrates every component to ensure uptime, performance and client satisfaction.

Mr. Schaefers also leads the teams that developed and created the integration software used to link back office operations with commissary, banking, telephone, and jail management systems across the country, to automate administrative processes and enhance our services.

Prior to joining Union Supply, Mr. Schaefers served as a technician in the Marine Corps and received first-hand knowledge of telecommunications and electronics in correctional settings during his six years with the Federal Bureau of Prisons. He then joined a nationwide Inmate Telephone Services provider as Director of Inmate Operations, rising to become its Chief Technology Officer.

Steve Gully,- Jacksonville Warehouse Operations Manager

Mr. Gully has more than 30 years of experience organizing and implementing warehousing and distribution operations including 18 years specifically managing logistics and distribution for commissary and supply contracts with Federal, State and Municipal Departments of Correction. Mr. Gully has recently designed warehousing, packaging, shipping and tracking operations for Union Supply's expanded Ohio and Jacksonville




operations centers. He will ensure that our operations meet the turn-around times, efficiency and accuracy standards required by the FDOC.

Mario Martinez,- IT Project Manager


Mr. Martinez began his career in corrections serving in the Military Police (MP) in the US Marine Corps. As a Project Manager and then Implementation Manager for leading Inmate Telephone Services providers he installed and upgraded networks, hardware and software in major correctional agencies from the Missouri DOC to Rikers Island, NY. Mr. Martinez has repeatedly proven his ability to implement all the technical and integrations services that may be needed to meet the FDOC's requirements.

5.4.1.1 Resumes

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. We have included resumes for our President/CEO and our proposed Administrative/Project Manager for the Florida DOC at the end of this proposal section.

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply's President and CEO Tom Thomas founded our company in 1991 and has been the President for more than 23 years.

Tom Thomas, President & CEO

Mr. Thomas founded the Union Supply Group in 1991 to give commissaries reliable and affordable access to a range of products wide enough to fully meet the demands of their diverse inmate populations.




Mr. Thomas has served in all of the major functional areas of the organization from the days when he loaded his own delivery truck to his current role as President and Chief Executive Officer in which he works with our technology and service teams to create a comprehensive, unified strategy to meet our clients' current and emerging needs. Through his leadership and foresight Union Supply has grown from a small regional supplier to a leading full-service national distributor.

Mr. Thomas was also a pioneer of inmate package programs in the early 2000s. He led the development and roll-out of some of the first package programs, collaborating with correctional agencies to design special behavioral incentive programs and holiday programs that improved inmate morale and delivered needed revenues to our partner agencies.

Mr. Thomas has a B.S. in Business Administration and Marketing from California State University (Dominguez Hills campus). As President and Chief Executive Officer he is responsible for developing the Company's strategic vision.

We have included Mr. Thomas' resume at the end of this proposal section.

5.4.1.1.2 Administrative Project Manager for Food and Property Package Program Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years' experience within the last five (5) years at a management level, providing direct administrative oversight of a food and property package program or services similar in nature.

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. The Project Manager both for planning and implementation and the Account Manager who administers and leads the support team for our proposed FLDOC package program will be Mrs. Ashley Lear.

Ashley Lear, Project and Account Manager

Ms. Lear will be the ongoing program manager for the proposed Package Program during and after implementation. Last year Ms. Lear supervised the implementation of a package program for North Carolina Correctional Enterprises that included building out a new warehouse fulfillment line, training inmate workers and designing and marketing a successful statewide package program. Mrs. Lear has more than four years' experience managing statewide package programs in Ohio, North Carolina, Wisconsin, New York, Maryland, New Hampshire as well as planning and managing many other private and



county facility package programs, property programs and commissary services. She has proven her ability not only to deploy and manage programs successfully, but to take change requests and adapt our services on an ongoing basis to meet each client agency's needs over time.

We have included Mrs. Lear's resume on the following pages.



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Tom Thomas, Union Supply Group President & CEO

ACCOMPLISHMENTS Mr. Tom Thomas founded Union Supply Group in 1991 and has managed it continuously since then. Over 23 years Mr. Thomas has grown USG from a single truck serving local facilities to the second largest correctional commissary services group in the U.S., with more than \$120 Million in annual sales.

Mr. Thomas is also the Founder and Board President of Urban Feet, a shoe importer and distributor. Since 1998 Urban Feet has grown at an annual average rate of more than 15% annually and become one of the largest independent regional distributors of name brand and discount athletic shoes.

PROFESSIONAL EXPERIENCE **UNION SUPPLY GROUP, INC. (EST. 1991)**
President / CEO, 1991 - Present

URBAN FEET, INC. (EST. 1993)
President / CEO, 1993 - Present

COMMUNITY INVOLVEMENT **YOUNG PRESIDENTS ORGANIZATION (GOLDEN WEST CHAPTER)**
2003 - Present

Mr. Thomas is an active member of YPO and has served as the regional events chair, as well as in other administrative positions, over the last 11 years.

MUSCULAR DYSTROPHY ASSOCIATION

1990 - Present

Mr. Thomas has been a fundraiser and supporter of the MDA's Southern California branch for the entirety of his adult life, and was a founder and organizer of the annual Taste of Two Harbors fundraiser for the MDA's South Bay chapter.

OTHER ASSOCIATIONS

Los Angeles Maritime Institute - Board Member

Republican Governors' Association - Member

Providence Little Company of Mary Foundation - Supporter

John Gogian Family Foundation - Supporter

EDUCATION **CALIFORNIA STATE UNIVERSITY, DOMINGUEZ HILLS**
B.S. Business Administration: Marketing, 1987

Ashley L. Lear
Union Supply Group
3321 Toy Rd, Groveport, OH 43125

WORK EXPERIENCE

Union Supply Group, Groveport, Ohio

May 2010 – Present

Program Manager, May 2010 - January 2012

Account Manager, January 2012 – July 2013

Director of Inmate Programs - Eastern Region, July 2013 – Present

- Manage customized inmate food, property and hygiene package programs in the East Coast/Midwest territory that includes 10 states and more than 200,000 inmates
- Promoted in January of 2012 to continue to manage accounts as well as manage a Program Manager who is responsible for 7 state customized food, property and hygiene package programs, the Ohio Customer Service Department consisting of two representatives and the office Receptionist
- Promoted in July of 2013 to Director of Inmate Programs – Eastern Region in addition to above responsibilities manage the companies partnerships with Correctional Industries(CI) in the Eastern region to employ over 50 inmates through Joint Venture Inmate Work Programs
- Supervise implementation of Joint Venture Package Programs with CI partners, responsibilities include develop new warehouse layout, assist with training inmate workers and CI supervisors, manage inbound inventory, and ensure on site processes are followed accordingly
- Work with officials in state Department of Corrections to develop and execute customized package programs that meet the states policies, standards and procedures
- Assist with creating customized product menu for package programs, as well as ensuring catalogs, order forms, websites and other marketing materials are approved by the state and distributed to facilities on time
- Develop extensive operational plans that include, program execution and launch schedules, order periods, warehouse picking/shipping periods, and facility delivery periods
- Work with individual facility contacts to obtain sally port restrictions, facility dock hours, approved carrier information and prescheduled delivery times prior to program shipping
- Provide facilities with shipping manifest on a program basis within required time frame
- Provide 24/7 support to DOC and facility staff members during program ordering, shipping and delivery periods
- Visit facility points of contacts to ensure our processes are working for them and identify any areas of improvement with our processes
- Ensure revenue share reports and checks are issued to customers on time and accurately
- Provide required reporting information to DOC officials per contract terms
- Ensure facility transfer orders and replacement requests are handled immediately
- Instrumental in developing new processes and standard operating procedures as the division grows with new customers
- October 2012 presented with the companywide Service Excellence Award

Sales Representative, Western & Southern Life, Columbus, Ohio

Sept 2009 – May 2010

- Building quality analytical skills by assisting clients in defining their financial goals and providing guidance and professional expertise to reach those goals
- Improving customer satisfaction by building and maintaining compassionate client relationships by helping clients protect their family's survivor needs by recommending an appropriate product
- Honing organization and management abilities by maintaining book of business of over 400 clients
- Developing strong communication skills by prospecting for clients and selling products on a daily basis

Ambassador, Witt Nation Road Trip, Wittenberg Alumni Relations, Springfield, Ohio Jan 2008 – Aug 2009

- Mastered organization skills by planning creative alumni events, (beach gathering in San Diego, philanthropic bike ride in Denver, dinner parties, and service events) in 27 cities, engaging hundreds of alumni, coast-to-coast, within a \$35,000 budget, for two consecutive years
- Developed strong detail oriented mentality by managing extensive and complex four week itinerary,

maintaining relationships with contacts in each city, authoring text for event invitations, coordinating travel plans for University staff on trip, organizing logistics for events

- Perfected networking and communication skills as one of two traveling Wittenberg representative from June 28th – July 31st for 2009 tour
- 2008 Trip received front page recognition in *The Chronicle of Higher Education* and aided Wittenberg in surpassing annual giving goal; trip also received CASE gold medal

HR Intern, Qbase, Beaver Creek, Ohio

Sept 2008 - Jan 2009

- Refined task management and initiative skills by corresponding with over 50 employees to complete resume conversion project; reviewed each resume and developed a biographical summary for each employee; resumes included in proposals for new business
- Broadened writing knowledge by developing content and writing job descriptions for five new positions
- Proved product understanding by developing and documenting new formalized reporting process to maximize candidate and tool tracking abilities within PC Recruiter

Student Manager, Entrepreneurial Business Award, WittCAM, Springfield, Ohio

Aug 2008– May 2009

- Demonstrated self-direction and team management as one of three student managers who researched and analyzed 26 businesses within Clark and Champaign Counties; conducted 10 phone interviews and 9 on-site visits to gather data and assess award candidates
- Displayed client research and presentation skills by selecting 3 finalists and presented recommendations to panel of 11 judges
- Showcased professionalism by interviewing employees of the 2009 winner, Oxiem Marketing Technology; proved versatility by writing, producing and directing corporate video on Oxiem highlighting innovative approaches to web marketing; video shown to over 300 attendees at Junior Achievement Hall of Fame banquet
- Validated relationship skills and responsibility by managing \$14,000 budget, and maintaining professional partnership with Security National Bank, Springfield News Sun, Urbana Citizen, Junior Achievement and videographer from Cedarville University
- Perfected multi-tasking skills by writing, producing, and directing video features on two individual Hall of Fame winners

Intern, Springfield Summer Program, Wittenberg University, Springfield, Ohio

Summer 2008

- Selected as one of four interns from 60 applicants to participate in pilot internship program
- Sharpened creativity and computer skills by designing and producing *How to Plan an Event Downtown* brochure for Center City Association
- Refined teamwork skills collaborating with three strong leaders to create Springfield marketing plan
- Exhibited imagination by capitalizing on City assets to create over 50 ads for strategic demographic placement
- Demonstrated high energy presentation skills when presenting marketing plan and final recommendations to over 40 City leaders

EDUCATION

Wittenberg University, Springfield, Ohio

May 2009

- Bachelor of Arts in Business Management

COLLEGE LEADERSHIP ACTIVITIES

Witt-Invest Club - Vice President of Communication

Nov 2007 – May 2009

- Club received national recognition from *TheStreet.com* in September 2008; sustained and managed club correspondence and relationships; helped maintain research for \$45,000+ stock portfolio

Chi Omega Sorority

Nov 2005 - Jan 2009

President (Jan 2008 – Jan 2009)

- Led executive board of nine officers in weekly meetings; managed and supervised over 80 women; resolved financial, personnel, and scholarship issues, oversaw budget of \$50,000

Recruitment Chairman (Jan 2007 – Jan 2008)

- Successfully recruited 25 women, reaching chapter total for first time in over five years; increased membership by 8%; coordinated recruiting events

Sisterhood Chairman (Dec 2006 – Jan 2007)

- Planned and executed numerous innovative member and family gatherings, i.e. parents weekend cookout and a cultural holiday event, within strict budget

Wittenberg Fund - Donor Relations Representative

Aug – Dec 2007

- Contacted alumni and friends with goal of increasing giving percentage; developed fundraising skills and knowledge to close a sale

SERVICE

Make-A-Wish Foundation

Jan 2005 – March 2009

- Partnered with Make-A-Wish through Chi Omega Chapter, proudly helped grant a wish on October 25, 2008

Springfield Peace Center

Summer 2008

- Happily assisted in projects geared to help under privileged children learn and grow

COMPUTER SKILLS

- MS Publisher, Adobe Page Maker, Adobe Photoshop, Adobe In Design, PC Recruiter, MS Excel, MS PowerPoint, MS Word, SharePoint

ADDENDUM ACKNOWLEDGEMENT FORM
Invitation to Bid DC ITB-13-016
ADDENDUM #1

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-015
SOLICITATION TITLE: Food and Property Package Program
OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.
ADDENDUM NO.: One (1) DATE: January 14, 2014

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

This addendum includes the following:

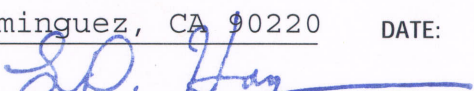
1. Written Responses to Written Inquiries;
2. New Exhibits D and E; and
3. Revised Pages 12, 13, 14, 27, 28 and 42.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER:	<u>Union Supply Group, Inc.</u>	BY:	<u>L.D. Hay, Executive VP</u>
ADDRESS:	<u>2301 East Pacifica Place</u>	PHONE:	<u>(310) 604-4642</u>
CITY, STATE:	<u>Rancho Dominguez, CA 90220</u>	DATE:	<u>21 July 2014</u>
AUTHORIZED SIGNATURE:	<u></u>		

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

ADDENDUM #2

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016
SOLICITATION TITLE: Food and Property Package Program
OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.
ADDENDUM NO.: Two (2) DATE: January 17, 2014

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

This addendum includes the following:

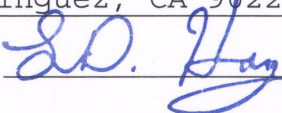
1. Revised Written Responses to Written Inquiries for #20, #21, and #23;
2. Revised Pages 12 and 13 (2nd Revision).
3. New Page 13A

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: Union Supply Group, Inc. BY: L.D. Hay
ADDRESS: 2301 East Pacifica Place PHONE: (310) 604-4642
CITY, STATE: Rancho Dominguez, CA 90220 DATE: 21 July 2014
AUTHORIZED SIGNATURE: 

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

ADDENDUM #3

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: Temporarily suspended until further notice

ADDENDUM NO.: Three (3) DATE: January 28, 2014

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

This addendum includes the following:

- 1. Suspends the Timeline until further notice. An addendum will be posted once a new timeline or decision has been determined.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: Union Supply Group, Inc. BY: L.D. Hay

ADDRESS: 2301 East Pacifica Place PHONE: (310) 604-4642

CITY, STATE: Rancho Dominguez, CA 90220 DATE: 21 July 2014

AUTHORIZED SIGNATURE: [Handwritten Signature]

Also acknowledge:

Table with 4 columns: Addendum number, checkbox, Addendum number, checkbox. Rows include Addendum 4, 5, 6, 7, 8, 9, 10, 11, 12.

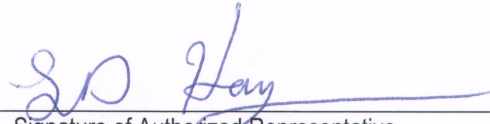
MANDATORY FORM
ATTACHMENT 4 - PRICE INFORMATION SHEET
DC ITB-13-016
FOOD AND PROPERTY PACKAGE PROGRAM SERVICES

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

Commission Rate	<u>15</u> %
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Union Supply Group, Inc.

Name of Bidder's Organization



Signature of Authorized Representative

L.D. Hay

Print Name

22 July 2014

Date

Union Supply Group- Final Menu

Approved Food and Property Program Items

Item Number	Product Class	Product Brand Name	Product Description	Product Size	Price	Yes/No	
						Kosher	Vegan
1	CANDY	GRACEY'S GOODIES	STARLIGHT MINTS	4.5 OZ	\$0.96	No	No
2	CANDY	SWEET OBSESSION	MILK CHOCOLATE BAR	4.93 OZ	\$2.28	No	No
3	CANDY	OLD FASHIONED	ASSORTED HARD CANDY	10 OZ	\$2.10	No	No
4	CANDY	M&M	PEANUT	1.74 OZ	\$1.19	No	No
5	CANDY	SWEET OBSESSION	MILK CHOCOLATE BAR WITH PEANUTS	5.3 OZ	\$2.28	No	No
6	CANDY	LIFE SAVERS	SUGAR FREE 5 FLAVOR	2.75 OZ	\$3.00	No	No
7	CANDY	NESTLE	GIANT BUTTERFINGER BAR	4.4 OZ	\$1.89	Yes	No
8	COOKIES/SNACKS	O'BRIEN'S	SPICY MEAT SNACK & JALAPENO CHEESE	1.125 OZ	\$1.05	No	No
9	COOKIES/SNACKS	LEGENDARY MEAT SNACKS	HOT BEEF SUMMER SAUSAGE	5 OZ	\$2.99	No	No
10	COOKIES/SNACKS	LEGENDARY MEAT SNACKS	BEEF SUMMER SAUSAGE	5 OZ	\$2.99	No	No
11	COOKIES/SNACKS	MALT-O-MEAL	FROSTED FLAKES SINGLE SERVE	1 OZ	\$0.60	No	No
12	COOKIES/SNACKS	MALT-O-MEAL	HONEY GRAHAM SQUARES SINGLE SERVE	1 OZ	\$0.60	No	No
13	COOKIES/SNACKS	MRS. FRESHLEY'S	CEREAL FRUIT BAR STRAWBERRY	1.3 OZ	\$0.58	Yes	No
14	COOKIES/SNACKS	TGIF	CHEDDAR BACON POTATO SKINS	1 OZ	\$0.39	No	No
15	COOKIES/SNACKS	COYOTE VALLEY	JALAPENO POTATO CHIP	5 OZ	\$1.99	No	No
16	COOKIES/SNACKS	COYOTE VALLEY	TANGY BBQ POTATO CHIP	5 OZ	\$1.99	Yes	No
17	COOKIES/SNACKS	COYOTE VALLEY	CHEDDAR & SOUR CREAM POTATO CHIP	5 OZ	\$1.99	No	No
18	COOKIES/SNACKS	DORITOS	TORTILLA CHIPS NACHO CHEESE	1.75 OZ	\$0.82	No	No
19	COOKIES/SNACKS	PEPE'S	HOT AND SPICY PORK RINDS	3 OZ	\$2.18	No	No
20	COOKIES/SNACKS	BACK COUNTRY	CRUNCHY NUGGETS COOL RANCH	1.625 OZ	\$0.62	No	No
21	COOKIES/SNACKS	FRITO LAY	CHILI CHEESE CORN CHIPS	2 OZ	\$0.90	No	No
22	COOKIES/SNACKS	BACK COUNTRY	CRUNCHY NUGGETS HOT N' SPICY	1.625 OZ	\$0.62	No	No
23	COOKIES/SNACKS	O'BRIEN'S	HICKORY BEEF STICKS	1.125 OZ	\$0.98	No	No
24	COOKIES/SNACKS	MRS. FRESHLEY'S	TEXAS CINNAMON ROLL	4 OZ	\$1.19	No	No
25	COOKIES/SNACKS	MRS. FRESHLEY'S	BUDDY BAR 2 PACK	2 OZ	\$0.63	Yes	No
26	COOKIES/SNACKS	MRS. FRESHLEY'S	ICED GRAND HONEY BUN	6 OZ	\$1.12	No	No
27	COOKIES/SNACKS	DOLLY MADISON	POWDERED DONUTS 6PK	3 OZ	\$1.17	Yes	No
28	COOKIES/SNACKS	MARIAS	LA MODERNA COOKIES	4.94 OZ	\$0.80	No	No
29	COOKIES/SNACKS	GRANDMA'S	CHOCOLATE CHIP COOKIES	2.5 OZ	\$0.68	Yes	No
30	COOKIES/SNACKS	LIL' DUTCH MAID	DUPLEX CREME COOKIES	5 OZ	\$0.79	Yes	No
31	COOKIES/SNACKS	GRANNY'S OVEN	STRAWBERRY SHORTBREAD COOKIES	9 OZ	\$2.38	Yes	No
32	COOKIES/SNACKS	LIL' DUTCH MAID	VANILLA WAFER COOKIES	16 OZ	\$2.88	Yes	No
33	COOKIES/SNACKS	SUNSHINE	HOT & SPICY CHEEZ-IT	1.5 OZ	\$0.56	Yes	No
34	COOKIES/SNACKS	LANCE	JALAPENO CHEDDAR CRACKERS	1.375 OZ	\$0.64	Yes	No
35	COOKIES/SNACKS	LANCE	NIP CHEE CHECKERS	1.375 OZ	\$0.64	Yes	No
36	COOKIES/SNACKS	KEEBLER	CLUB CRACKERS	5.25 OZ	\$2.95	No	No
37	COOKIES/SNACKS	RITZ	PB SANDWICH CRACKER	1.38 OZ	\$0.66	No	No
38	COOKIES/SNACKS	TEXAS TITO'S	BIG FAT JUICY HOT DILL PICKLE	6 OZ	\$1.29	Yes	No
39	COOKIES/SNACKS	MRS. FRESHLEY'S	FUDGE BAKE BROWNIE	2.75 OZ	\$1.00	Yes	No
40	COOKIES/SNACKS	MRS. FRESHLEY'S	BIG CHEESE ROUND DANISH	4 OZ	\$1.30	Yes	No
41	COOKIES/SNACKS	MALT-O-MEAL	APPLE & CINNAMON INSTANT OATMEAL	1.23 OZ	\$0.48	Yes	No
42	COOKIES/SNACKS	MALT-O-MEAL	MAPLE & BROWN SUGAR INSTANT OATMEAL	1.51 OZ	\$0.48	Yes	No
43	COOKIES/SNACKS	MALT-O-MEAL	REGULAR INSTANT OATMEAL	1.51 OZ	\$0.48	Yes	No
44	COOKIES/SNACKS	KAR'S	SALTED PEANUTS	3.5 OZ	\$1.18	Yes	No
45	COOKIES/SNACKS	KELLOGGS	POP-TART STRAWBERRY 2PK	3.67 OZ	\$0.99	Yes	No
46	COOKIES/SNACKS	OLD FASHIONED	CHEDDAR CHEESE SQUEEZE PACKET	1 OZ	\$0.35	No	No
47	COOKIES/SNACKS	OLD FASHIONED	JALAPENO CHEESE SQUEEZE PACKET	1 OZ	\$0.35	No	No
48	COOKIES/SNACKS	OLD FASHIONED	PEANUT BUTTER PACKET	1.12 OZ	\$0.34	No	No
49	COOKIES/SNACKS	KAR'S	HOT & SPICY PEANUTS	3.5 OZ	\$1.16	Yes	No
50	COOKIES/SNACKS	KAR'S	ALL ENERGY TRAIL MIX	2 OZ	\$1.26	Yes	No
51	COOKIES/SNACKS	SNACK PACK	CHOCOLATE PUDDING (4 PACK)	13 OZ	\$2.11	Yes	No
52	COOKIES/SNACKS	SNACK PACK	VANILLA PUDDING (4 PACK)	13 OZ	\$2.11	Yes	No
53	ENTREES	BACK COUNTRY	TACO FILLING WITH CHICKEN	11.25 OZ	\$3.95	No	No
54	ENTREES	CARMELA	VIENNA SAUSAGE BITES	10 OZ	\$2.99	No	No
55	ENTREES	SWEET SUE	PREMIUM CHUNK HAM	7 OZ	\$6.25	No	No
56	ENTREES	BACK COUNTRY	CHILI NO BEANS	11.25 OZ	\$2.44	No	No
57	ENTREES	BACK COUNTRY	HOT CHILI WITH BEANS	11.25 OZ	\$2.21	No	No
58	ENTREES	SAYULITA	8" FLOUR TORTILLA 10 CT	15 OZ	\$2.20	Yes	No
59	ENTREES	NISSIN	SHRIMP RAMEN	3 OZ	\$0.56	No	No
60	ENTREES	NISSIN	CHILI RAMEN - CLEAR	3 OZ	\$0.56	No	No
61	ENTREES	NISSIN	PICANTE BEEF RAMEN - CLEAR	3 OZ	\$0.56	No	No
62	ENTREES	NISSIN	BEEF RAMEN - CLEAR	3 OZ	\$0.56	No	No
63	ENTREES	NISSIN	CAJUN CHICKEN RAMEN - CLEAR	3 OZ	\$0.56	No	No
64	ENTREES	FISHERMAN'S PARADISE	CHUNK LIGHT TUNA IN WATER	4.23 OZ	\$1.98	Yes	No
65	DRINKS	SWISS MISS	HOT COCOA WITH MARSHMALLOWS	4.38 OZ	\$1.64	No	No
66	DRINKS	SANKA	INSTANT DECAF COFFEE SINGLE SERVING 100 CT	100 ct	\$0.26	Yes	No
67	DRINKS	BACK COUNTRY	RESTAURANT BLEND COFFEE	4 OZ	\$2.95	Yes	No
68	DRINKS	FOOD EXPRESS	TEA BAGS (100 CT)	3.5 OZ	\$2.17	Yes	No
69	MALE - PROPERTY	NIKE	OVERPLAY VIII MID WHITE	6 - 15	\$68.70	N/A	N/A
70	MALE - PROPERTY	NEW BALANCE	M490AWL2 WHITE D WIDTH, 2E WIDTH, & 4E WIDTH	7 - 15	\$62.80	N/A	N/A
71	MALE - PROPERTY	REEBOK	ROYAL TRAINER MENS WHITE	7 - 15	\$57.30	N/A	N/A
72	MALE - PROPERTY	SHOE CORP	BLACK LEATHER WORK BOOT (MEN & WOMEN)	1.5 - 15	\$42.65	N/A	N/A
73	MALE - PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	S-XL	\$10.50	N/A	N/A
74	MALE - PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	2 XL - 6 XL	\$14.19	N/A	N/A
75	MALE - PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	S - 4XL	\$6.99	N/A	N/A
76	MALE - PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	5XL - 6XL	\$14.99	N/A	N/A
77	MALE - PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	S - XL	\$14.95	N/A	N/A
78	MALE - PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	2 XL - 6 XL	\$15.95	N/A	N/A
79	MALE - PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	S-XL	\$15.98	N/A	N/A
80	MALE - PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	2 XL - 8 XL	\$16.98	N/A	N/A
81	MALE - PROPERTY	GRT	SPORT MENS BOXER 1CT WHITE	S-2XL	\$4.45	N/A	N/A

Union Supply Group- Final Menu

Approved Food and Property Program Items

Item Number	Product Class	Product Brand Name	Product Description	Product Size	Price	Yes/No	
						Kosher	Vegan
82	MALE - PROPERTY	PLAYERS BIG MAN	MENS BOXER WHITE 2PK WHITE	3XL -6XL	\$14.99	N/A	N/A
83	MALE - PROPERTY	HANES	MENS TAGLESS T-SHIRT 3PK WHITE	S-XL	\$10.95	N/A	N/A
84	MALE - PROPERTY	HANES (4XL-6XL PLAYERS BIG MAN BRAND 2PK)	MENS TAGLESS T-SHIRT 3PK WHITE	2XL-6XL	\$19.95	N/A	N/A
85	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, PANTS	S-XL	\$6.30	N/A	N/A
86	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, PANTS	2XL to 6XL	\$9.00	N/A	N/A
87	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, SHIRTS	S-XL	\$6.30	N/A	N/A
88	MALE - PROPERTY	INDERA MILLS	MENS THERMAL UNDERWEAR, SHIRTS	2XL - 6XL	\$9.00	N/A	N/A
89	MALE - PROPERTY	GRT	SPORTS CREW SOCK	10-13	\$1.12	N/A	N/A
90	MALE - PROPERTY	MASTER	LOCK 31 MK		\$10.95		
91	FEMALE-PROPERTY	REEBOK	LADY CLASSIC NYLON LADIES RUNNING	5 - 11	\$35.57	N/A	N/A
92	FEMALE-PROPERTY	NIKE	WOMENS NEW MODEL T-LITE XI CROSS TRAINING WHITE/GRAY	5 - 12	\$57.50	N/A	N/A
93	FEMALE-PROPERTY	UNION SUPPLY	6" UTILITY BOOT BLACK	5 - 15	\$49.95	N/A	N/A
94	FEMALE-PROPERTY	JERZEES BY RUSSELL	CREWNECK SWEAT SHIRT GRAY	S-XL	\$10.50	N/A	N/A
95	FEMALE-PROPERTY	JERZEES BY RUSSELL (5X -6X GRT BRAND)	CREWNECK SWEAT SHIRT GRAY	2XL- 6XL	\$14.19	N/A	N/A
96	FEMALE-PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	S - 4XL	\$6.99	N/A	N/A
97	FEMALE-PROPERTY	RUSSELL	NO POCKET SLEEP SHIRT WHITE	5XL - 6XL	\$14.99	N/A	N/A
98	FEMALE-PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	S-XL	\$14.95	N/A	N/A
99	FEMALE-PROPERTY	GRT	MICRO MESH SLEEP SHORT NAVY 9" INSEAM	2XL-6XL	\$15.95	N/A	N/A
100	FEMALE-PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	S-XL	\$15.98	N/A	N/A
101	FEMALE-PROPERTY	GRT	MICRO MESH SHORT NAVY 11" INSEAM	2XL-7XL	\$16.98	N/A	N/A
102	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, PANTS	S-XL	\$6.00	N/A	N/A
103	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, PANTS	2XL - 6XL	\$8.50	N/A	N/A
104	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, SHIRTS	S-XL	\$6.00	N/A	N/A
105	FEMALE-PROPERTY	INDERA MILLS	WOMENS THERMAL UNDERWEAR, SHIRTS	2XL - 6XL	\$8.50	N/A	N/A
106	FEMALE-PROPERTY	HANES	JUST MY SIZE COMFORT STRAP 38-50C, 38-50D, 38-50DD	NA	\$15.81	N/A	N/A
107	FEMALE-PROPERTY	HANES	COMFORT SOFT WIRE FREE BRA , 34A, 36A, 34B, 36B, 38B, 36C, 38C	NA	\$8.47	N/A	N/A
108	FEMALE-PROPERTY	HANES	COMFORT FLEX SPORT BANDINI	S-XL	\$14.95	N/A	N/A
109	FEMALE-PROPERTY	RUSSELL	T-SHIRT NO POCKET GREY S-3XL	S-3XL	\$5.99	N/A	N/A
110	FEMALE-PROPERTY	RUSSELL	T-SHIRT NO POCKET GREY	4XL - 6XL	\$14.99	N/A	N/A
111	FEMALE-PROPERTY	HANES	HER WAY WOMENS BRIEFS 3PK WHITE	6 - 8	\$7.40	N/A	N/A
112	FEMALE-PROPERTY	HANES	HER WAY WOMENS BRIEFS 3PK WHITE	9-12	\$7.99	N/A	N/A
113	FEMALE-PROPERTY	GRT	SPORTS CREW SOCK	10-13	\$1.12	N/A	N/A
114	FEMALE-PROPERTY	MASTER	LOCK 31 MK		\$10.95		

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #12

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Twelve (12)

DATE: July 21, 2014

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

This addendum includes the following:

1. Revised Pages 26 and 30 (2nd Revision); and
2. Exhibit H – Department-Approved Master Food and Property Package Program List Equivalents (Revised 7/21/2014).

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB. THIS ADDENDUM DOES NOT HAVE TO BE RETURNED WITH THE RESPONSE.

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

SECTION 5 – BID SUBMISSION REQUIREMENTS

Bid Format

The Bidder shall supply one (1) signed original, and three (3) copies of the Bid, and should submit one (1) electronic copy, in pdf format on a CD. If Bidder submits a redacted copy of the bid as outlined in Section 4.2.16, then the Bidder shall also submit one (1) electronic copy of their redacted Bid in pdf format, on CD. The submitted CDs shall not be “password protected”. The Bid shall be submitted in sealed envelopes or boxes and clearly marked “DC-ITB-13-016 Food and Property Package Program Services”, (and also “Redacted” for the redacted copies), and should also be marked with the opening date and time.

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 should be placed within the relevant section. Additional tabs beyond those designated in this section will not be reviewed. 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, Certification Attestation Page for Mandatory Statements”), 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.

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.

5.3 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.** Note: Copies of rejected bids will be retained in the ITB file.

5.1.1 It is **mandatory** that a responsive bid is received by the Department by the date and time specified in Section the Timeline provided on page 7 of this ITB.

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**).

5.1.3 It is **mandatory** that the bidder complete, sign, and return, under **Tab 7**, the “Price Information Sheet” (**ATTACHMENT 4**).

5.1.4 It is **mandatory** that the bidder complete, sign and return under **Tab 8** the products and pricing they propose to offer from the Department-Approved Master Food and Property Program List equivalents (Exhibit H, Rev. 7/21/14), as outlined in Section 5.6. (issued in an addendum by the anticipated date listed in the Timeline), which will be a new Exhibit to the bid and will include all approved brands and equivalents that bidders may bid on.

5.4 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 Services, of the ITB. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the 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 should be inserted under **Tab 2** of the Bid. The Transmittal Letter with Executive Summary should also contain information addressing each of the following requirements:

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

5.2.4 Information indicating whether the bidder intends to utilize subcontractors and if so, that the bidder agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID

5.5 Tab 7. Price Information Sheet

5.5.1 Price Sheet 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 utilizing the form provided as **ATTACHMENT 4** of this ITB. Any modifications, counter offers, deviations, or challenges shall render the bid non-responsive. By submitting an offer or under this ITB, each bidder warrants its agreement to the Commission Rate percentage submitted.

The completed price sheet shall identify the name of the bidder's organization, and shall bear the signature of a representative authorized to bind the bidder to the Commission Rate percentage submitted. The bidder shall insert the completed Price Information Sheet under **Tab 7** of the Bid.

5.6 Tab 8. Department-Approved Master Food and Property Package Program List

The bidder shall complete and insert under **Tab 8** the products ~~and pricing~~ they propose to offer from the Department-Approved Master Food and Property Package Program List ~~equivalents (Exhibit H, Rev. 7/21/2014). (issued as an exhibit to the bid by the anticipated date listed in the Timeline), which shall include all of the information listed in the exhibit.~~

The bidder's proposed products shall not exceed 114 items, and shall not deviate from the products and pricing listed in Exhibit H, Rev. 7/21/14. This information shall be submitted with the bidder's response, and should be in the same format as Exhibit H, signed and dated.

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NOTE: Final bid response shall not have more than 114 food and property items.

Product Brand Name and Description	Size	Approved Price
Gracey's Goodies Starlight Mints	4.5 oz	\$0.96
Nestle Giant Butterfinger Bar	4.4 oz	\$1.89
Malt-O-Meal Regular Instant Oatmeal	1.51 oz.	\$0.48
Atkinson Chick-O-Stick Candy	.7 oz.	\$0.35
Cert's, Peppermint	.72 oz	\$1.09
Hershey's Milk Chocolate	1.55 oz.	\$1.29
M&M Peanut	1.74 oz.	\$1.19
M&M Peanut	1.74 oz.	\$1.29
Snickers	1.86 oz.	\$1.29
Twix	1.79 oz.	\$1.29
Jolly Rancher Original Assortment	7.4 oz.	\$1.90
Hershey's Sugar Free Chocolate Candy	3 oz.	\$2.48
Lifesavers Sugar Free, 5 Flavors	2.75 oz.	\$3.00
Sweet Obsession Milk Chocolate Bar	4.93 oz	\$2.28
Sweet Obsession Milk Chocolate Bar with Peanuts	5.3 oz.	\$2.28
Old Fashioned Assorted Hard Candy	10 oz.	\$2.10
Dolly Madison Powdered Mini Donuts, 6 pk	3 oz.	\$1.17
Jack Link's Beef and Jalapeño Cheese Sticks	1.2 oz.	\$1.35
Jack Link's Beef Summer Sausage, Hot	3 oz.	\$2.30
Jack Link's Beef Summer Sausage, Original	5 oz.	\$3.83
Jack Link's Lil' Chub, Hickory Smoked sausage, Hot	1.625 oz.	\$1.38
Legendary Meat Snacks Hot Beef Summer Sausage	5 oz.	\$2.99
Legendary Meat Snacks Beef Summer Sausage	5 oz.	\$2.99
O'Brien's Spicy Meat Snack & Jalapeno Cheese	1.125 oz.	\$1.05
O'Brien's Hickory Beef Sticks	1.125 oz.	\$0.98
Cactus Annie's Pork Rinds	2 oz.	\$1.35
Moon Lodge, Stuffed Jalapeno Chips	1.5 oz.	\$0.85

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Cactus Annie's Cheese Puffs	2 oz.	\$0.95
Moon Lodge Whole Shabang	1.5 oz	\$0.85
Cactus Annie's Habanera Tortilla	1.5 oz.	\$0.85
Caso De Oro Pork Craklins, Regular	2 oz.	\$1.55
Fritos Cheetos, Crunchy	2 oz.	\$0.85
Fritos Chili Cheese Corn Chips	2 oz.	\$0.85
Fritos Flamin' Hot Cheetos	1.75 oz.	\$0.77
TGIF Cheddar Bacon Potato Skins	1 oz.	\$0.39
Doritos Nacho Cheese Chips	1.75 oz.	\$0.82
Fritos Chili Cheese Corn Chips	2 oz.	\$0.90
Sunshine Hot & Spicy CHEEZ-IT	1.5 oz.	\$0.56
Coyote Valley Jalapeno Potato Chip	5 oz.	\$1.99
Coyote Valley Tangy BBQ Potato Chip	5 oz.	\$1.99
Coyote Valley Cheddar & Sour Cream Potato Chip	5 oz.	\$1.99
Pepe's Hot and Spicy Pork Rinds	3 oz.	\$2.18
Back Country Crunchy Nuggets cool Ranch	1.625 oz.	\$0.62
Back Country Crunchy Nuggets Hot N' Spicy	1.625 oz.	\$0.62
Old Fashioned Cheddar Cheese Squeeze Packet	1 oz.	\$0.35
Old Fashioned Jalapeno Cheese Squeeze Packet	1 oz.	\$0.35
Old Fashioned Peanut Butter Packet	1.12 oz.	\$0.34
Oreo Cookies	1.8 oz.	\$0.75
Nabisco Swiss Crème Cookies	1.8 oz.	\$0.75
Cloverhill Cheese Cherry Danish	4.25 oz.	\$1.25
Cloverhill Apple Danish	4.25 oz.	\$1.25
Mrs. Freshley's Texas Cinnamon Roll	4 oz.	\$1.19
Malt-O-Meal Cereal, Frost Flakes (Single Serve)	1 oz.	\$0.66
Malt-O-Meal Cereal, Fruit Loops (Single Serve)	.75 oz	\$0.66
Zippy Cake Strawberry Cereal Bar	1.3 oz.	\$0.55
Malt-O-Meal Cereal, Frost Flakes (Single Serve)	1 oz.	\$0.60
Malt-O-Meal Cereal, Honey Graham Squares (Single Serve)	1 oz.	\$0.60

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Mrs. Freshley's Cereal Fruit Bar Strawberry	1.3 oz.	\$0.58
Cloverhill Big Texas Cinnamon Roll	4 oz.	\$1.29
Zippy Cake, ZuZu's Strawberry	4 oz.	\$1.15
Zippy Cake Jumbo Chocolate Honey Bun	4.75 oz.	\$1.10
Zippy Cake Bear Claw	5 oz.	\$1.25
Mrs. Freshley's Buddy Bar, 2 pack	2 oz.	\$0.63
Mrs. Freshley's Iced Grand Honey Bun	6 oz.	\$1.12
Mrs. Freshley's Big Cheese Round danish	4 oz.	\$1.30
Malt-O-Meal Apple & Cinnamon Instant Oatmeal	1.23 oz.	\$0.48
Malt-O-Meal Maple & Brown Sugar Instant Oatmeal	1.51 oz.	\$0.48
Cloverhill Fried Cinnamon Bun	4 oz.	\$1.20
Quaker Oatmeal, Instant, Apple Cinnamon	1.51 oz.	\$0.50
Quaker Oatmeal, Instant, Maple Brown Sugar	1.51 oz.	\$0.50
Quaker Oatmeal, Instant, Regular	.98 oz.	\$0.45
Kellogg's Pop Tarts, Blueberry, 2 ct.	2 ct.	\$1.08
Kellogg's Pop-Tart, Strawberry, 2 ct	3.67 oz.	\$0.99
Maria's La Moderna Cookies	4.94 oz.	\$0.80
Grandma's Chocolate Chip Cookies	2.5 oz.	\$0.68
Lil' Dutch Maid Duplex Crème Cookies	5 oz.	\$0.79
Granny's Oven Strawberry Shortbread cookies	9 oz.	\$2.38
Lil' Dutch Maid Vanilla Wafer Cookies	16 oz.	\$2.88
Galletas, Cookies, Marias	4.94 oz	\$0.80
Zippy Cake Chocolate Chip Cookies	6 oz.	\$1.05
Zippy Cake Iced Oatmeal Cookies	6 oz.	\$1.05
Gilda Cuban Crackers	3 oz.	\$0.66
Keebler Graham Crackers, 2ct.	.49 oz.	\$0.25
Lance Cheese Crackers	1.38 oz.	\$0.64
Nabisco Saltine Crackers	4 oz.	\$2.80
Nabisco Simply Social Crackers	5 oz.	\$2.55
Lance Jalapeno Cheddar Crackers	1.375 oz.	\$0.64
Lance Nip Chee Crackers	1.375 oz.	\$0.64

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Keebler Club Crackers	5.25 oz.	\$2.95
Ritz PB Sandwich Cracker	1.38 oz.	\$0.66
Texas Tito's Big Fat Juicy Hot Dill Pickle	6 oz.	\$1.29
Van Holten's Dill Pickle	5-6 oz.	\$1.29
Mrs. Freshley's Fudge Bake Brownie	2.75 oz.	\$1.00
Snack Pack Chocolate Pudding (4pk)	13 oz.	\$2.11
Snack Pack Vanilla Pudding (4pk)	13 oz.	\$2.11
Planters Salted Peanuts	1.75 oz.	\$0.69
Velveeta Cheddar Spread	2 oz.	\$0.68
Velveeta Jalapeno Spread	2 oz.	\$0.68
Squeezer Squeez-ums Peanut Butter	1.12 oz.	\$0.34
Barcelona Sunflower Kernels	3.25 oz.	\$1.14
Planters Trail Mix, Fruit and Nut	2 oz.	\$1.26
Kraft Chocolate Pudding	3.5 oz.	\$0.60
Kraft Vanilla Pudding	3.5 oz.	\$0.60
Brushy Creek Pull Chicken in Buffalo Wing Style Sauce	5 oz.	\$4.40
Brushy Creek Seasoned Beef Crumbles	6 oz.	\$3.75
Brushy Creek Hot Chili w/Beans	11.25 oz.	\$2.18
Mission Flour Tortillas, 8" 8 count	16.2 oz.	\$2.60
Maruchen Ramen Lime Shrimp w/Hab	3 oz.	\$0.58
Maruchen Ramen Roast Chicken	3 oz.	\$0.58
Maruchen Ramen Roast Beef	3 oz.	\$0.58
Maruchen Ramen Chili	3 oz.	\$0.58
Maruchen Ramen Cajun Chicken	3 oz.	\$0.58
Nissin Shrimp Ramen	3 oz.	\$0.56
Nissin Chili Ramen Clear	3 oz.	\$0.56
Nissin Picante Beef Ramen Clear	3 oz.	\$0.56
Nissin Beef Ramen Clear	3 oz.	\$0.56
Nissin Cajun Chicken Ramen Clear	3 oz.	\$0.56
Fresh Catch Light Tuna in Water	4.23 oz.	\$1.97
Fresh Catch Tuna w/Jalapenos	3.53 oz.	\$1.97

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Chicken of the Sea, Mackerel	5 oz.	\$2.80
Fisherman's Paradise Chunk Light Tuna in Water	4.23 oz.	\$1.98
Fresh Catch Mackerel Fillet in Soybean Oil	3.53 oz.	\$1.50
Nestles Cocoa, Individual	.71 oz.	\$0.22
Maxwell House Coffee, Individual	1.6 oz.	\$2.50
Nescafe Coffee, Individual, Taster's Choice	1.5 g.	\$0.25
Sweet Fusions Orange Drink Mix, Single Serve	.5 oz.	\$0.15
Swiss Miss Hot Cocoa with Marshmallows	4.38 oz.	\$1.64
Sanka Instant Decaf Coffee Single Serving	100 ct	\$0.26
Kar's Salted Peanuts	3.5 oz.	\$1.18
Kar's Hot & Spicy Peanuts	3.5 oz.	\$1.16
Kar's All Energy Trail Mix	2 oz.	\$1.26
Back Country Taco Filling with Chicken	11.25 oz.	\$3.95
Carmela Vienna Sausage Bites	10 oz.	\$2.99
Sweet Sue Premium Chunk Ham	7 oz.	\$6.25
Back Country Chili No Beans	11.25 oz.	\$2.44
Back Country Hot Chili with Beans	11.25 oz.	\$2.21
Sayulita 8" Flour Tortilla, 10 ct.	15 oz.	\$2.20
Back Country Restaurant Blend Coffee	4 oz.	\$2.95
Food Express Tea Bags (100 ct)	3.5 oz.	\$2.17
MALE		
Reebok Classic Running Shoe, Low Top, Leather white/Grey	1.5 -15	\$68.00
Nike Basic Leather Shoe, Low Top, White/Grey	1.5 -15	\$58.00
New Balance cross Trainer, Low Top, Soft Leather Athletic Shoes	1.5 -15	\$62.00
Russell Athletic Gray Sweatshirt	S-XL	\$12.00
Russell Athletic Gray Sweatshirt	2XL-4XL	\$15.00
Erick Hunter Gray Sweatshirt	5XL-6XL	\$16.50
Botany 500 Long Sleeve Pajamas	S-XL	\$12.00
Botany 500 Long Sleeve Pajamas	2XL-6XL	\$20.00
Botany 500 Short Sleeve Pajamas	S-XL	\$12.00

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Botany 500 Short Sleeve Pajamas	2XL-6XL	\$20.00
Soft Touch Gym Shorts, Navy Blue	S-XL	\$7.00
Soft Touch Gym Shorts, Navy Blue	2XL-6XL	\$8.30
Gildan Men's Boxers, 4 pack	S-XL	\$10.00
Gildan Men's Boxer, 3 pack	2XL	\$10.00
Players Men's Boxer, 2 pack	3XL-6XL	\$16.00
Hanes Crewneck T-Shirt, 3 pack	S-XL	\$9.58
Hanes Crewneck T-Shirt, 3 pack	2XL-3XL	\$15.00
PRIDE/Players Crewneck T-Shirt 2 pk, White	4XL-6XL	\$16.00
Indera Mills Thermal Underwear, Pants	S-XL	\$6.30
Indera Mills Thermal Underwear, Pants	2XL-6XL	\$9.00
Indera Mills Thermal Underwear, Shirts	S-XL	\$6.30
Indera Mills Thermal Underwear, Shirts	2XL-6XL	\$9.00
Soft Touch Cotton Crew Socks	1.5-15	\$1.15
Master Lock 31 MK	N/A	\$11.00
Nike Overplay VIII Mid White	6-15	\$68.70
Reebok Royal Trainer Men's White Tennis Show	7-15	\$57.30
New Balance M490AWL2 White D Width, 2E Width & 4E Width	7-15	\$62.80
Shoe Corp Leather Work Boot, Black	1.5-15	\$42.65
Jerzees by Russell Crewneck Sweatshirt Gray	S-XL	\$10.50
Jerzees by Russell Crewneck Sweatshirt Gray	2XL-6XL	\$14.19
Russell No Pocket Sleep Shirt White	S-4XL	\$6.99
Russell No Pocket Sleep Shirt White	5XL-6XL	\$14.99
GRT Micro Mesh Sleep Short Navy 9" Inseam	S-XL	\$14.95
GRT Micro Mesh Sleep Short Navy 9" Inseam	2XL-6XL	\$15.95
GRT Micro Mesh Sleep Short Navy 11" Inseam	S-XL	\$15.98
GRT Micro Mesh Sleep Short Navy 11" Inseam	2XL-8XL	\$16.98
Players Big Man Mens Boxer, 2 pk, White	3XL-6XL	\$14.99
GRT Sport Mens Boxer, 1 ct, White	S-2XL	\$4.45
Hanes Mens Tagless T-Shirt, 3pk, White	S-XL	\$10.95

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Players Big Man Mens T-Shirt, 2 pk, White	2XL-6XL	\$19.95
Coldmaster Mens Thermal Bottom White	S-XL	\$5.99
Coldmaster Mens Thermal Bottom White	2XL-5XL	\$7.99
Coldmaster Mens Thermal Top White	S-XL	\$5.99
Coldmaster Mens Thermal Top White	2XL-5XL	\$7.99
GRT Sport Crew Sock	10-13	\$1.12
Master Lock 31mk	NA	\$10.95
FEMALE		
Reebok Classic Nylon Athletic Shoes	5-11	\$36.00
Nike Cross Trainer, Low Top, Soft Leather Athletic Shoes	5-11	\$55.00
Russell Athletic Gray Sweatshirt	S-XL	\$12.00
Russell Athletic Gray Sweatshirt	2XL-4XL	\$15.00
Erick Hunter Gray Sweatshirt	5XL-6XL	\$16.50
Botany 500 Long Sleeve Pajamas	S-XL	\$15.00
Botany 500 Long Sleeve Pajamas	2XL-6XL	\$16.00
Botany 500 Short Sleeve Pajamas	S-XL	\$15.00
Botany 500 Short Sleeve Pajamas	2XL-6XL	\$16.00
Soft Touch Gym Shorts, Navy Blue	S-XL	\$7.00
Soft Touch Gym Shorts, Navy Blue	2XL-6XL	\$8.30
Indera Mills Thermal Underwear, Pants	S-XL	\$6.00
Indera Mills Thermal Underwear, Pants	2XL-6XL	\$8.50
Indera Mills Thermal Underwear, Shirts	S-XL	\$6.00
Indera Mills Thermal Underwear, Shirts	2XL-6XL	\$8.50
Fruit of the Loom T-Shirt, Gray, (No Pocket)	2XL	\$6.50
Fruit of the Loom T-Shirt, Gray, (No Pocket)	3XL	\$7.50
Just My Size Bra, 42-44B, 38-48C, 38-48D, 38-50DD	N/A	\$16.00
Hanes Bra, Cotton Curves, 34 B, 36B, 38B, 36C	N/A	\$9.00
Champion Sports Bra, White	S-L	\$20.00
Fruit of the Loom T-Shirt, Gray, (No Pocket)	S-XL	\$4.20
Fruit of the Loom T-Shirt, Gray, (No Pocket)	4XL-6XL	\$13.00

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Hanes Cotton Briefs, White, 3pk	6-8	\$7.40
Hanes Cotton Briefs, White, 3pk	9-14	\$9.00
Soft Touch Cotton Crew Socks	1.5-15	\$1.15
Master Lock 31 MK	N/A	\$11.00
Nike Women's New Model T-Lite XI Cross Training White/Gray	5-12	\$57.50
Reebok Lady Classic Nylon Running	5-11	\$35.57
Jerzees by Russell Crewneck Sweatshirt Gray	S-XL	\$10.50
Jerzees by Russell Crewneck Sweatshirt Gray	2XL-6XL	\$14.19
Russell No Pocket Sleep Shirt White	S-4XL	\$6.99
Russell No Pocket Sleep Shirt White	5XL-6XL	\$14.99
GRT Micro Mesh Sleep Short Navy 9" Inseam	S-XL	\$14.95
GRT Micro Mesh Sleep Short Navy 9" Inseam	2XL-6XL	\$15.95
GRT Micro Mesh Sleep Short Navy 11" Inseam	S-XL	\$15.98
GRT Micro Mesh Sleep Short Navy 11" Inseam	2XL-8XL	\$16.98
Coldmaster Womens Thermal Bottom White	S-XL	\$5.99
Coldmaster Womens Thermal Bottom White	2XL-5XL	\$7.99
Coldmaster Womens Thermal Top White	S-XL	\$5.99
Coldmaster Womens Thermal Top White	2XL-5XL	\$7.99
Just My Size Comfort Strap Bra, 38-50C, 38-50D, 38-50DD	N/A	\$15.81
Hanes Comfort Soft Wire Free Bra, 34A, 36A, 34B, 36B, 38B, 36C, 38C	NA	\$8.47
Hanes Comfort Flex sport Bandini	S-XL	\$14.95
Russell No Pocket T-Shirt Grey	S-3XL	\$5.99
Russell No Pocket T-Shirt Grey	4XL-6XI	\$14.99
Hanes Her Way Women's Briefs, 3pk, White	6-8	\$7.40
Hanes Her Way Women's Briefs, 3pk, White	9-12	\$7.99
GRT Sport Crew Sock	10-13	\$1.12
Master Lock 31mk	NA	\$10.95

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #11

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Eleven (11)

DATE: July 17, 2014

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

This addendum includes the following:

1. Exhibit H – Department-Approved Equivalents

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #10

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Ten (10)

DATE: June 30, 2014

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

This addendum includes the following:

1. Revised Page 12 (6th Revision); and
2. Written responses to written inquiries regarding the non-mandatory Pre-Bid Conference Call

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1 Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2 The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3 In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4 All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape
- 3.5.1.5 The Contractor shall notify friends and family prior to ordering that orders should not exceed the property limitations established in 33-602.201, F.A.C. entitled Inmate Property.
- 3.5.1.6 During the ordering period, the Department will provide the Contractor, on a nightly basis, using File Transfer protocol (FTP) technology the inmate's current custody level to determine eligibility for the program.
- 3.5.1.7 During the ordering period, the Contractor shall track and ensure will provide to the Department, on a nightly basis, using FTP technology orders placed by friends and family do not exceed to assist in monitoring the established \$100.00 threshold.

3.5.2 Minimum/Maximum Order

- 3.5.2.1 Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2 Each awarded Contract may process orders up to a \$100 threshold. Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold established by the Department for each awarded Contractor, excluding applicable county sales tax and shipping/handling fee, and regardless of the number of packages they receive, nor the number of Contractor that provide the packages. However, during the ordering period, if the \$100.00 threshold is exceeded, Contractors will be responsible for refunding all orders in excess of this threshold.
- 3.5.2.3 Multiple orders may be processed per inmate
- 3.5.2.4 Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1 Exhibit A of this ITB (Revised April 8, 2014) provides a list of initial approved items, and item brands the Department has identified for the Food and Property package program.
- 3.5.3.2 Bidders may submit and propose equivalent items to the listed brands, and shall include brand information, size and price by completing and submitting Exhibit A (Revised April 8, 2014) by the deadline listed in the Timeline (Revised April 8, 2014) for the Department's review and approval. If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for compliance with fair market pricing and to ensure the proposed equivalent items meet the security and quality requirements of the Department. The Department will issue an addendum by the anticipated date listed in the Timeline to include a new exhibit list containing all Department-approved equivalents. Note: Bidders are not required to bid on all items. However, the total of proposed products shall not exceed 114 items.
- 3.5.3.3 Exhibit F of this ITB provides a list of disapproved equivalent items. The department disapproved equivalents based on fair market value pricing and product packing and size concerns. For equivalents disapproved for fair market value pricing, the bidder has the opportunity to accept the fair market price on exhibit F and the equivalent originally proposed will be approved by the Department. If the bidder doesn't accept the fair market price as listed of exhibit F, bidders may propose another equivalent item for the requested original item by completing the required information on exhibit F. If the equivalent was disapproved for product packing and size concerns, the bidder can submit another proposed equivalent item by providing the required information of exhibit F.

If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for

**Written Responses to Written Inquiries regarding non-mandatory Pre-Bid Conference Call
DC ITB-13-016
Food and Property Package Program**

All written inquiries are reproduced in the same format as submitted by the Bidder.

<p>Question #1</p>	<p>Section 3.5.1.6</p> <p>During the ordering period, the Department will provide the Contractor, on a nightly basis, using File Transfer protocol (FTP) technology the inmate's current custody level to determine eligibility for the program.</p> <p>A. Can FL DOC provide a sample file and identify how to determine inmate custody level? B. Can FL DOC provide the guidelines on what inmate custody level will be eligible? C. With regard to custody level and eligibility – will there be various levels of eligibility? Inmate A might be eligible to receive a package but will there be any menu restrictions for Inmate A based on his custody level?</p>
<p>Answer #1</p>	<p>A. The Department's Office of Information Technology (OIT) is working on developing this sample file. The file will include, at a minimum, the Inmate Name, DC#, facility location and custody level. The Department will modify the file as needed to assist the awarded Contractors with determining the eligibility of inmates. B. All inmates, other than those identified in section 2.2 of the ITB, are eligible for the program. C. As identified in section 2.2 of the ITB, the inmates ineligible to receive packages through this program have been identified. There will not be levels of eligibility.</p>
<p>Question #2</p>	<p>Section 3.5.1.7</p> <p>During the ordering period, the Contractor will provide to the Department, on a nightly basis, using FTP technology, orders placed by friends and family to assist in monitoring the established \$100.00 threshold.</p> <p>Section 3.5.2.2</p> <p>Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages. However, during the ordering period, if the \$100.00 threshold exceeded, Contractors will be responsible for refunding all orders in excess of this threshold.</p> <p>This proposed method has challenges that will need to be addressed:</p> <p>A. If Vendor 1 and Vendor 2 both accept a \$60 order on same day or separate days for delivery to same inmate neither vendor will know what the other has done. Only FL DOC will possess the info that the combined total is \$120 thus exceeding the \$100 limit.</p> <ol style="list-style-type: none"> 1. How will FL DOC determine which Vendor has to revise their order so that the combined total is equal to or less than the \$100 limit? 2. How will FL DOC convey that information to the appropriate Vendor? 3. How often will that notification occur? <p>B. If Vendor 1 has taken an order and reported it to FL DOC and then the consumer contacts Vendor 1 and cancels that order before the order period ends thus freeing up previously consumed spending limits against the \$100 limit. Will FL DOC have the ability to support a cancelled order and thus recalculate the amount of the \$100 limit that has been consumed?</p> <p>C. Can FL DOC provide the information that the Vendor will be required to submit using the FTP method currently proposed?</p>

<p>Answer #2</p>	<p>A-1. Section 3.5.2 of this ITB is being amended to allow each awarded contractor to process orders up to the \$100.00 threshold.</p> <p>A-2. Since each awarded contractor will have the ability to process orders up to the \$100.00 threshold this notification is not needed.</p> <p>A.3. Please see answer to question 2. A. 2. above.</p> <p>B. Please see answer to question 2.A.1. Since each awarded contractor will be able to accept orders up to the \$100.00 threshold, the Department will not need to provide this information</p> <p>C. Section 3.5.1.7 of this ITB is being amended. The awarded contractor will no longer need to provide a nightly file to the Department.</p>
<p>Question #3</p>	<p>Access Securepak / Keefe would like to suggest that FL DOC consider altering their proposed plans to allow the inmate to receive packages from multiple vendors to only allowing the inmate to receive a package from a single vendor until the FL DOC has the ability to monitor and control order placement in real time. Without real time monitoring the FL DOC and each vendor will expend additional resources trying to ensure compliance with a regulation that will be extremely difficult to adhere to.</p>
<p>Answer #3</p>	<p>The Department will review your suggestion.</p>
<p>Question #4</p>	<p>In order to reduce development efforts, FL DOC could contact Arkansas Department of Correction, since ADC has created a hosted web application that both Access Securepak and Union Supply currently interface with in real time to control a combined spending limit for a seasonal Family Package Program very similar to the program that FL DOC is trying to implement. Contact Eddie Powell – Budget Administrator, ADC at 870-850-8576 for more information.</p>
<p>Answer #4</p>	<p>The Department will review your recommendation.</p>
<p>Question #5</p>	<p>However the state decides to handle the file transfer process and to reconcile orders for inmates against spending limits; we would also like to know how the state plans to export the information back to contractors informing them which orders need to be reduced. We suggest that the state and any selected contractors add one column to the state file transfer with inmate names, addresses and spending limits. This additional column could be titled 'Amount to be Reduced' and the contractor(s) can then reduce the order(s) taken for that inmate by whatever amount is necessary to comply with the spending and property limits.</p>
<p>Answer #5</p>	<p>See answer to question #2.B. above.</p>

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #9

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Nine (9)

DATE: June 26, 2014

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

1. This addendum revises the Timeline to add a deadline date/time for written inquiries regarding the Pre-Bid Conference Call (Non-Mandatory) to be received by the Department, and an anticipated date that written responses to written inquires regarding the Pre-Bid Conference will be posted on the Vendor Bid System – see attached.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for proposed equivalent items to be received by the Department.	April 24, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the Department-approved equivalents on the Vendor Bid System.	June 5, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of written inquiries regarding denied equivalent items to be received by the Department	June 16, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us

Anticipated date that written responses to 2 nd set of written inquiries regarding denied equivalent items will be posted on the Vendor Bid System (VBS)	June 19, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Bid Conference Call (Non-Mandatory)	June 26, 2014 @ 9:00 A.M. Est.	Conference phone # 888.670.3525 Participant's Code - 1603048419
Last day for 2 nd set of proposed equivalent items to be received by the Department.	June 26, 2014 by 5:00 P.M. Est.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Last day for written inquiries regarding the Pre-Bid Conference Call (Non-Mandatory) to be received by the Department	June 27, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us Copy: brooks.bobby@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries regarding Pre-Bid Conference will be posted on the Vendor Bid System (VBS)	June 30, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Anticipated date that the Department will issue an addendum (new exhibit) to show the final Department-approved equivalent items on the Vendor Bid System.	July 17, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	July 24, 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	July 31, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #8

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Eight (8)

DATE: June 20, 2014

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

1. This addendum revises the Timeline to add a Pre-Bid Conference Call – See attached.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for proposed equivalent items to be received by the Department.	April 24, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the Department-approved equivalents on the Vendor Bid System.	June 5, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of written inquiries regarding denied equivalent items to be received by the Department	June 16, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us

Anticipated date that written responses to 2 nd set of written inquiries regarding denied equivalent items will be posted on the Vendor Bid System (VBS)	June 19, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Bid Conference Call (Non-Mandatory)	June 26, 2014 @ 9:00 A.M. Est.	Conference phone # 888.670.3525 Participant's Code - 1603048419
Last day for 2 nd set of proposed equivalent items to be received by the Department.	June 26, 2014 by 5:00 P.M. Est.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the final Department-approved equivalent items on the Vendor Bid System.	July 17, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	July 24, 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	July 31, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #7

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Seven (7)

DATE: June 19, 2014

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

This addendum includes the following:

- 1. Revised Page 12 (5th Revision)**
- 2. Written responses to written inquires.**

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1 Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2 The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3 In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4 All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape
- 3.5.1.5 The Contractor shall notify friends and family prior to ordering that orders should not exceed the property limitations established in 33-602.201, F.A.C. entitled Inmate Property.
- 3.5.1.6 During the ordering period, the Department will provide the Contractor, on a nightly basis, using File Transfer protocol (FTP) technology the inmate's current custody level to determine eligibility for the program.
- 3.5.1.7 During the ordering period, the Contractor will provide to the Department, on a nightly basis, using FTP technology orders placed by friends and family to assist in monitoring the established \$100.00 threshold.

3.5.2 Minimum/Maximum Order

- 3.5.2.1 Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2 Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages. However, during the ordering period, if the \$100.00 threshold exceeded, Contractors will be responsible for refunding all orders in excess of this threshold.
- 3.5.2.3 Multiple orders may be processed per inmate
- 3.5.2.4 Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1 Exhibit A of this ITB (Revised April 8, 2014) provides a list of initial approved items, and item brands the Department has identified for the Food and Property package program.
- 3.5.3.2 Bidders may submit and propose equivalent items to the listed brands, and shall include brand information, size and price by completing and submitting Exhibit A (Revised April 8, 2014) by the deadline listed in the Timeline (Revised April 8, 2014) for the Department's review and approval. If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for compliance with fair market pricing and to ensure the proposed equivalent items meet the security and quality requirements of the Department. The Department will issue an addendum by the anticipated date listed in the Timeline to include a new exhibit list containing all Department-approved equivalents. Note: Bidders are not required to bid on all items. However, the total of proposed products shall not exceed 114 items.
- 3.5.3.3 Exhibit F of this ITB provides a list of disapproved equivalent items. The department disapproved equivalents based on fair market value pricing and product packing and size concerns. For equivalents disapproved for fair market value pricing, the bidder has the opportunity to accept the fair market price on exhibit F and the equivalent originally proposed will be approved by the Department. If the bidder doesn't accept the fair market price as listed of exhibit F, bidders may propose another equivalent item for the requested original item by completing the required information on exhibit F. If the equivalent was disapproved for product packing and size concerns, the bidder can submit another proposed equivalent item by providing the required information of exhibit F.

If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for

Written Responses to Written Inquiries (2nd set Re: denied equivalents items)

DC ITB-13-016

Food and Property Package Program

All written inquiries are reproduced in the same format as submitted by the Bidder.

Question #1	<p>Regarding the "Shoe Corp Leather Work Boot, Black," which the state has requested in sizes 1.5-15:</p> <p>a. Shoe Corp s makes several models of black leather work boot. The only one available in juvenile sizes (below 4) is this model: http://www.shoecorp.com/597s.php which has a steel toe and is available in sizes 2-15 (up to 19 in wide). Shoe Corp is willing to re-mark or special order size 1.5s from overseas, but the lead time is quite long. The other models of black leather boots made by Shoe Corp (http://www.shoecorp.com/21.php and http://www.shoecorp.com/81146.php) are available only in adult sizes (nothing below a 4 or 6).</p> <p>b. Will the state consider accepting as an equivalent an acceptable model in adult sizes only?</p> <p>c. How many of the sizes 1.5 boot have been sold to FLDOC inmates in the past year?</p> <p>d. Does this size range refer to woman's or men's sizes (see here: http://www.bootoutfitters.com/size_chart.html for an explanation of the differences)?</p> <p>i. We had assumed that the state wanted men's workboots— does the state want women's and juvenile sizes for this line item?</p> <p>e. Are steel toed boots permitted in FLDOC facilities?</p>
Answer #1	<p>a. No question posed.</p> <p>b. Yes.</p> <p>c. 0 units of the 1.5 size boot have been sold in the past year</p> <p>d. This product is intended for male and female use.</p> <p>e. No. Steel toed boots are not permitted in FLDOC facilities.</p>
Question #2	<p>Addendum 6 lists \$1.31 (26¢/oz.) as the Fair Market Price for 5 oz. Zachary Peanut Clusters but \$1.19 as the Fair Market Value of Peanut Butter M & Ms (68¢/oz.). Since these items have very similar ingredients and flavor profiles this seems like a wide discrepancy. Can you help us understand how the state is picking these Fair Market Values so that we can pick an equivalent item that the state will accept at a roughly comparable per-ounce price?</p>
Answer #2	<p>In establishing fair market pricing for items, price comparisons are done at a variety of stores including convenience, pharmacy, grocery, and retail stores. Discount stores are utilized at a minimum because many of the items sold are not in individual packaging ready for immediate consumption, and convenience stores are more similar to the requested product mix.</p> <p>The department utilizes statistical sampling from across the state to establish fair market value pricing. Department staff reviews the mean, median, and mode of the comparables for each item to ensure the requested price does not exceed fair market pricing.</p>
Question #3	<p>26% of orders for other inmate package programs are received via mail and this is the only choice for families without credit cards as it is not feasible to accept payment by money order, check or through walk in wire-transfer service for orders placed by phone or via the web. Will the state please explain why Addendum 6 restricts bidders from accepting orders from so many inmates' friends and family members?</p>
Answer #3	<p>The Department will allow mail and fax orders – per this addendum.</p>
Question #4	<p>Does the state want bidders to respond to all lines on this Addendum even if a Disapproved Equivalent was offered by a competitor and was not something that we were planning to offer?</p>
Answer #4	<p>No. Bidders are not required to respond to all disapproved equivalent items.</p>
Question #5	<p>The FL bid site currently states that on June 5, 2014 that the Department will issue an addendum (new exhibit) to show the Department <u>approved</u> equivalents on the Vendor Bid System. Yet the new Exhibit F posted, only contained <u>disapproved</u> equivalents.</p> <p>Question – can the Department post the current list of approved equivalents prior to the 2nd submittal of proposed equivalent items due on June 26, 2014 and before the "final" list being posted?</p>

Answer #5	This is an error. The time line should have read "disapproved" equivalents. The Department will post the final list of approved equivalents in accordance with the time line.
Question #6	Since an approved list has not been provided may a vendor assume that any equivalent item submitted was approved , at the price submitted, if it was not listed on Exhibit F on either the disapproved equivalent list for FMV concerns or the disapproved equivalent list for packing and size concerns?
Answer #6	Yes. Equivalent items submitted that were not included on exhibit F have been approved by the Department as originally submitted.
Question #7	May a vendor assume that any item submitted for a FMV price increase that is not listed on Exhibit F has also been accepted?
Answer #7	Equivalent items not included on exhibit F have been approved by the Department as originally submitted by each bidder.
Question #8	On the Exhibit A – Food and Property Package Program List dated October 2013 under version 1 uploaded on 12-11-13 there were prices listed there that apparently have been revised per the Exhibit F disapproved due to FMV concerns. Example is Doritos Nacho Cheese Chips 1.75oz. which was listed on Exhibit A as a FMV of \$0.90. FMV was found that would support \$0.99 which was submitted to the Department. Exhibit F under the FMV section now lists this item at \$0.82. Is there any reason why the previous FMV price of \$0.90 would not be maintained by the Department?
Answer #8	Yes. The Department determined that updated fair market value pricing analysis should be performed to ensure requested pricing was compared against current market conditions.
Question #9	Regarding Exhibit F – For the Cloverhill Bear Claw, our equivalent item submitted is not listed on either disapproved sections of Exhibit F yet another vendor's is. Does this mean that our equivalent is accepted as well as the price?
Answer #9	Please see answer to question #6.
Question #10	Will the Department provide the sources of their research for determining Fair Market Value for each item?
Answer #10	See Exhibit G
Question #11	Did the Department utilize any multi-pack product purchases to create a FMV price? In particular the approved FMV price for the Andy Capp's Hot Fry .85oz. at \$0.33?
Answer #11	Yes. If an item was unavailable in a single serving size, a multi-pack product was utilized to establish FMV pricing. The Department did not utilize a multipack comparison to establish FMV pricing for the Andy Capp's Hot Fry product.
Question #12	Section 3.5.1.1 appears to have been amended to remove the process of accepting orders via mail or fax. Will that method of order placement by family members or friends not be allowed?
Answer #12	See Answer to #3
Question #13	Section 3.5.1.1 appears to have been amended to remove the process of accepting orders via mail or fax. Could a vendor still provide that capability to families/friends as a customer service benefit to the purchasers?
Answer #13	Please see answer to question #3.

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #6

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Six (6) **DATE:** June 12, 2014

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

This addendum includes the following:

- 1. Revised Page 7 (3rd Revision), Page 7A, Revised Page 12 (4th Revision), Revised Page 13 (4th Revision)**
- 2. New Exhibit F**

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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

TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for proposed equivalent items to be received by the Department.	April 24, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the Department-approved equivalents on the Vendor Bid System.	June 5, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of written inquiries regarding denied equivalent items to be received by the Department	June 16 12, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us

Anticipated date that written responses to 2 nd set of written inquiries regarding denied equivalent items will be posted on the Vendor Bid System (VBS)	June 19, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of proposed equivalent items to be received by the Department.	June 26, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the final Department-approved equivalent items on the Vendor Bid System.	July 17, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	July 24, 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	July 31, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1** Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by **mail, fax,** phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2** The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3** In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4** All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.5.2 Minimum/Maximum Order

- 3.5.2.1** Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2** Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages.
- 3.5.2.3** Multiple orders may be processed per inmate
- 3.5.2.4** Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1** Exhibit A of this ITB (Revised April 8, 2014) provides a list of initial approved items, and item brands the Department has identified for the Food and Property package program.
- 3.5.3.2** Bidders may submit and propose equivalent items to the listed brands, and shall include brand information, size and price by completing and submitting Exhibit A (Revised April 8, 2014) by the deadline listed in the Timeline (Revised April 8, 2014) for the Department's review and approval. If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for compliance with fair market pricing and to ensure the proposed equivalent items meet the security and quality requirements of the Department. The Department will issue an addendum by the anticipated date listed in the Timeline to include a new exhibit list containing all Department-approved equivalents. Note: Bidders are not required to bid on all items. However, the total of proposed products shall not exceed 114 items.

3.5.3.3 Exhibit F of this ITB provides a list of disapproved equivalent items. The department disapproved equivalents based on fair market value pricing and product packing and size concerns. For equivalents disapproved for fair market value pricing, the bidder has the opportunity to accept the fair market price on exhibit F and the equivalent originally proposed will be approved by the Department. If the bidder doesn't accept the fair market price as listed of exhibit F, bidders may propose another equivalent item for the requested original item by completing the required information on exhibit F. If the equivalent was disapproved for product packing and size concerns, the bidder can submit another proposed equivalent item by providing the required information of exhibit F.

If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for compliance with fair market pricing and to ensure the proposed equivalent items meet the security and quality requirements of the Department. The Department will issue an addendum by the anticipated date listed in the Timeline to include a new exhibit list containing all Department-approved equivalents.

Bidders shall complete Exhibit F by the deadline listed in the timeline for the Department's review and approval.

- 3.5.3.4** The Contractor(s) shall appropriately identify items that meet or do not meet religious or dietary restrictions. (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department).

- 3.5.3.5** The successful Contractor(s) shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.
- 3.5.3.6** The successful Contractor(s) may submit recommendations for additions/deletions of items for the Department-Approved Food and Property Package Program List on a semi-annual basis. Written justification must be included for all recommendations and the contractor shall indicate whether the item is kosher, taxable or non-taxable. The contractor shall provide an item description (including brand name and portion size, if applicable) and quantity or packaging information (i.e. number of items in a pack, etc.). The Contract Manager will forward the request to the Department's Review Team who will review the request and make their written recommendations to the Secretary or her/his designee. A revised Department-Approved Food and Property Package Program List will be provided to the Contractor within thirty (30) calendar days of approval by the Secretary or her/his designee. The Department reserves the right to approve or deny any such request based upon the best interests of the state of Florida and the Department and in keeping with security and other operational requirements.
- 3.5.3.7** The Department's final Master Food and Property Package Program list will include ~~has~~ Department-approved items and established fixed pricing for all items. The successful Contractor(s) shall make all items contained on their final Master Food and Property Package Program List available for purchase at the price(s) indicated. These prices shall be maintained by the Contractor unless approved in writing by the Department's Contract Manager.

The Contractor may request price increases for individual products as identified on the Food and Property Package Program List by submitting a letter to the Contract Manager at least ninety (90) days prior to the annual anniversary date of the Contract. If the Contractor fails to timely submit a price increase letter to the Contract Manager by the required date, price increases will not be entertained by the Department until the following year's anniversary date. Price increase requests may only be submitted once a year.

The request for price increases must include written justification for the increase. The requested increase shall not exceed ten percent (10%) of the then-current selling price of the item for which a price increase is sought. Any price increase that result in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department will have the sole discretion to determine what percentage increase, if any will be allowed. The Department will have the option of: approving the requested percentage; approving an increase but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.

Price reduction changes shall also be made by letter and may be submitted at any time by Contractor to the Contract Manager. Price reductions will not become effective until approved in writing by the Contract Manager and/or Canteen Review Team.

3.5.4 Advertising, Packaging and Shipping

- 3.5.4.1** The Contractor (s) may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section 3.6 for timeframes). Contractor(s) may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.
- 3.5.4.2** Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section 3.6.
- 3.5.4.3** The Contractor(s) shall have no direct physical contact with the inmates at any time.

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #5

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: July 24, 2014 at 2:00 p.m.

ADDENDUM NO.: Four (4)

DATE: May 29, 2014

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

This addendum includes the following:

1. Revised Pages 1, 7 (2nd Revision), and New Page 7A

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page <u>1</u> of <u>46</u> pages	SUBMIT BIDS TO: Kelly S. Wright, CPPB, Procurement Manager Florida Department of Corrections Bureau of Procurement & Supply 501 South Calhoun Street Tallahassee, Florida 32399-2500
AGENCY RELEASE DATE: <u>December 11, 2013</u>	

SOLICITATION TITLE: FOOD AND PROPERTY PACKAGE PROGRAM SERVICES	SOLICITATION NO: DC ITB-13-016
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BIDS WILL BE OPENED: July 24, June 5, 2014, at 2:00 p.m., E.T.
and remain valid for 365 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL) <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the bidder.
VENDOR MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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 and any resulting contract or purchase order.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, [Form PUR 1000](#) (10/06), and the General Instructions to Respondents, [Form PUR 1001](#) (10/06), 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>.

TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for proposed equivalent items to be received by the Department.	April 24, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the Department-approved equivalents on the Vendor Bid System.	June 5, May 29, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of written inquiries regarding denied equivalent items to be received by the Department	June 12, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us

Anticipated date that written responses to 2 nd set of written inquiries regarding denied equivalent items will be posted on the Vendor Bid System (VBS)	June 19, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for 2 nd set of proposed equivalent items to be received by the Department.	June 26, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the final Department-approved equivalent items on the Vendor Bid System.	July 17, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	July 24, June 26 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	July 31, June 24, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #4

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: June 5, 2014 at 2:00 p.m.

ADDENDUM NO.: Four (4)

DATE: April 8, 2014

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

This addendum includes the following:

1. Revised Pages 1, 5, 6, 7, 9, 10, 12 (3RD Revision), 13 (3rd Revision), 14 (2nd Revision), 26, and 30.
2. Revised Exhibit A – Food and Property Program List

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

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



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page <u>1</u> of <u>46</u> pages	SUBMIT BIDS TO: Kelly S. Wright, CPPB, Procurement Manager Florida Department of Corrections Bureau of Procurement & Supply 501 South Calhoun Street Tallahassee, Florida 32399-2500
AGENCY RELEASE DATE: <u>December 11, 2013</u>	

SOLICITATION TITLE: FOOD AND PROPERTY PACKAGE PROGRAM SERVICES	SOLICITATION NO: DC ITB-13-016
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BIDS WILL BE OPENED: June 5 January 28, 2014, at 2:00 p.m., E.T.
 and remain valid for 365 days after such date and time.

VENDOR NAME:	<hr/> *AUTHORIZED SIGNATURE (MANUAL) <hr/> *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the bidder.
VENDOR MAILING ADDRESS:	
CITY - STATE - ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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 and any resulting contract or purchase order.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, [Form PUR 1000](#) (10/06), and the General Instructions to Respondents, [Form PUR 1001](#) (10/06), 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 ITB document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

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 **Breach of Contract:** A failure of the Contractor to perform in accordance with the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting of behalf of, in the interest of, or for the Contractor.
- 1.3 **Contract Compliance Monitoring:** A comprehensive evaluation conducted a minimum of once every six (6) months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.4 **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.5 **Department:** The State of Florida, Department of Corrections, is referred to in this solicitation document as “the Department.”
- 1.6 **Department-Approved Master Food and Property Package Program List:** Refers to the final list of food and property available for families and friends of inmates to periodically purchase for incarcerated inmates that will be included under the resulting contract(s).
- 1.7 **Food and property package program List:** Refers to the list of food and property available for families and friends of inmates to periodically purchase for incarcerated inmates.
- 1.8 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this solicitation. 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 further reviewed.
- ~~1.9 **Master Canteen Products List:** where used herein, refers to the entire list of approved goods and merchandise sold through the canteens at Florida Department of Corrections' institutions.~~
- 1.9 **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 future events) 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 bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.10 **Minor Irregularity:** A variation from the solicitation terms and conditions which does not affect the price proposed or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.11 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.12 **Responsive Bid:** A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.13 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this solicitation.

- 1.14 **Successful or Winning Bidder/Contractor:** The entity that will be performing as the Contractor under any Contract resulting from this solicitation.
- 1.15 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this solicitation.
- 1.16 **Warden:** The individual responsible for management and oversight of the day-to-day operations of the institution.

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TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for proposed equivalent items to be received by the Department.	April 24, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500
Anticipated date that the Department will issue an addendum (new exhibit) to show the Department-approved equivalents on the Vendor Bid System.	May 29, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	June 5 January 28, 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	June 24 February 4, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

enter into a maximum of three Contracts for all services contemplated in this ITB to the three responsive, responsible bidders that offer the highest percentage of compensation to the Department. The Department reserves the right to reject any and all bids.

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

2.1 Pricing Methodology

The Contract(s) resulting from this ITB will be at no cost to the Department and will be revenue generating.

2.2 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this ITB shall be for a three year period beginning upon Contract execution. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department 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.

2.3 Exhibits

The Department is providing the following Exhibits to this ITB:

- EXHIBIT A – FOOD AND PROPERTY PACKAGE PROGRAM LIST (Revised April 8, 2014)
- EXHIBIT B – FACILITY LIST
- EXHIBIT C – DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS

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SECTION 3 - SCOPE OF SERVICES

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 successful Contractor(s) shall provide statewide Food and Property Package Program services to the Department's correctional facilities located throughout the State of Florida, as listed in Exhibit B, Facility List. The successful Contractor(s) shall provide the program via a website capable of handling credit/debit card orders and a toll-free customer service number for family/friend inquiries, to check the status of an order, and to resolve complaints. Services shall meet or exceed the minimum requirements outlined in this solicitation. The successful Contractor(s) shall provide the products **semi-annually from a Department-approved Master Food and Property Program List listed in Exhibit A, Food Property Program List**, and shall be responsible for order solicitation, collection of funds, and packaging and delivery of all orders to the Department's facilities. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. The successful Contractor(s) shall act in good faith in the performance of all Contract provisions.

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 and the Department's security requirements for Contractors provided in Exhibit C, Department's Security Requirements. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of the Contract resulting from this ITB. 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 Contractor's staff providing services under the Contract resulting from this ITB complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.3** Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of the Contract resulting from this ITB, the updated version will take precedence.
- 3.2.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.
- 3.2.5** The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall ensure that all subcontractor agreements are approved in advance by the Department's Contract Manager and shall contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the 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.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1 Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2 The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3 In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4 All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.5.2 Minimum/Maximum Order

- 3.5.2.1 Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2 Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages.
- 3.5.2.3 Multiple orders may be processed per inmate
- 3.5.2.4 Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1 Exhibit A of this ITB (Revised April 8, 2014) provides a list of initial approved items, and item brands the Department has identified for the Food and Property package program. The Contractor(s) shall provide all products listed on the Food and Property Package Program List, Exhibit A. This list is comprised of items included in the Department's Master Canteen Products List and complies with fair market pricing as required by Section 945.215 F.S. If these items are changed (i.e., deleted, price increase/decrease) on the Master Canteen Products List, the Food and Property Package Program List, Exhibit A, will be updated accordingly.
- 3.5.3.2 Bidders may submit and propose equivalent items to the listed brands, and shall include brand information, size and price by completing and submitting Exhibit A (Revised April 8, 2014) by the deadline listed in the Timeline (Revised April 8, 2014) for the Department's review and approval. If bidders are proposing equivalents, they shall also submit samples contained in the same packaging that will be used, if approved, by the deadline. The Department will review the proposed equivalent sample items for compliance with fair market pricing and to ensure the proposed equivalent items meet the security and quality requirements of the Department. The Department will issue an addendum by the anticipated date listed in the Timeline to include a new exhibit list containing all Department-approved equivalents. Note: Bidders are not required to bid on all items. However, the total of proposed products shall not exceed 114 items.
- 3.5.3.3 The Contractor(s) shall appropriately identify items that meet or do not meet religious or dietary restrictions. (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department).
- 3.5.3.4 The successful Contractor(s) shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.
- 3.5.3.5 The successful contractors will have the ability to request additional/deletions and/or substitutions to the Food and Property Package Program List after execution of the contracts. All additions/deletions to the Food and Property Package Program List must be recommended by the Canteen Review Team and approved by the Secretary or her/his designee. The successful Contractor(s) may submit recommendations for additions/deletions of items for the Department-Approved Food and Property Package Program List on a semi-annual basis. Written justification must be included for all recommendations and the contractor shall indicate whether the item is kosher, taxable or non-taxable. The contractor shall provide an item description (including brand name and portion size, if applicable) and quantity or packaging information (i.e. number of items in a pack, etc.). The Contract Manager will forward the request to the Department's Canteen Review Team who will review the request and make their written recommendations to the Secretary or her/his

designee. A revised Department-Approved Food and Property Package Program List will be provided to the Contractor within thirty (30) calendar days of approval by the Secretary or her/his designee. The Department reserves the right to approve or deny any such request based upon the best interests of the state of Florida and the Department and in keeping with security and other operational requirements. Upon approval, the following transition of product time frames is established for the addition/deletion items:

- Contractor requested items to be added to the menu must be in the canteens and offered for sale within thirty (30) calendar days;
- Deleted items shall be removed within fifteen (15) calendar days and no longer offered for sale;
- Items requested to be added to the Master Canteen Products List by the Department must be in the canteens and offered for sale within sixty (60) calendar days.

In addition, the Contractor may request that items be substituted if no longer available from the manufacturer for resale. Substitutions will only be allowed if the item to be substituted is of the same or similar quality, packaging, and price. Product substitutions shall be only for Brand Name items. If Contractor's items are changed, they shall be removed from the menu at the time the product is no longer available. The Contractor shall be allowed fifteen (15) calendar days to sell out the removed product. Requests for substitution of products shall be submitted in writing to the Contract Manager and shall be approved or denied in writing to the Contractor within fifteen (15) calendar days of receipt.

3.5.3.6 The Department's final Master Food and Property Package Program list will include ~~has~~ Department-approved items and established fixed pricing for all items. ~~on the Food and Property Package Program List. Prices shall not exceed the fair market prices as required by 945.215, Florida Statutes.~~ The successful Contractor(s) shall make all items contained on their final Master Food and Property Package Program List available for purchase at the price(s) indicated. These prices shall be maintained by the Contractor unless approved in writing by the Department's Contract Manager.

The Contractor may request price increases for individual products as identified on the Food and Property Package Program List by submitting a letter to the Contract Manager at least ninety (90) days prior to the annual anniversary date of the Contract. If the Contractor fails to timely submit a price increase letter to the Contract Manager by the required date, price increases will not be entertained by the Department until the following year's anniversary date. Price increase requests may only be submitted once a year.

The request for price increases must include written justification for the increase. The requested increase shall not exceed ten percent (10%) of the then-current selling price of the item for which a price increase is sought. Any price increase that result in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department will have the sole discretion to determine what percentage increase, if any will be allowed. The Department will have the option of: approving the requested percentage; approving an increase but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.

Price reduction changes shall also be made by letter and may be submitted at any time by Contractor to the Contract Manager. Price reductions will not become effective until approved in writing by the Contract Manager and/or Canteen Review Team.

3.5.4 Advertising, Packaging and Shipping

3.5.4.1 The Contractor (s) may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section 3.6 for timeframes). Contractor(s) may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.

3.5.4.2 Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section 3.6.

3.5.4.3 The Contractor(s) shall have no direct physical contact with the inmates at any time.

- 3.5.6.1 Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution, the Contractor will be responsible for reshipping the package to the correct location.
- 3.5.6.2 All orders will be delivered and inventoried within the presence of the institution designated employee(s).
- 3.5.6.3 Without exceptions, inmates will review the contents of their order and sign the pick-up ticket before leaving the distribution area.
- 3.5.6.4 Contractor(s) shall provide 2-part carbonless forms for the inmates use in the event that there is a shortage and/or damaged merchandise is received. The inmate will complete the form and the designated Department staff member will verify the discrepancy and initial the form. The Department staff member will keep the original form and forward to the Contractor(s). The copy will be provided to the inmate.
- 3.5.6.5 The Contractor(s) will provide the institution a self-addressed, stamped envelope for mailing discrepancies and/or complaints.
- 3.5.6.6 Contractor(s) must ship damaged or replacement merchandise within 72 hours of notification, at the Contractor's expense.

3.5.6 Customer Service

The Contractor(s) shall establish a toll free number to answer customer questions and to track the orders from inmates' family and friends. The toll free number should be placed on all forms, posters, brochures, and online websites the Contractor maintains in support of this program.

3.6 Timeline of Tasks and Ordering Schedule

The Contractor shall have the capability to commence implementation of services no later than the 2014 Spring/Summer season.

The ordering schedule/timeline for the first year of the Contract will be as follows, with subsequent years following closely to the same timeline. Each year's ordering schedule will be provided to the Contractor by the Contract Manager or designee:

Fall/Winter Ordering Period	
Sept. 22, 2014	Approval of Product List and Solicitation literature by the Department
October 20, 2014	Solicitation of Orders
November 17, 2014	Numerical Manifest by institution to check location of inmates
December 1-5, 2014	Delivery Period
December 8-12, 2014	Re-route of orders due to last minute transfers
December 22, 2014	Refunds to families/friends, if applicable
January 5, 2015	Commission check due to the Department
Spring/Summer Ordering Period	
April 6, 2015 7, 2014	Approval of Product List and Program advertisement literature by the Department
May 4, 2015 5, 2014	Solicitation of Orders
June 1, 2015 2, 2014	Numerical Manifest by institution to check location of inmates
June 15-19, 2015 16-20, 2014	Delivery Period
June 22-26, 2015 July 23-27, 2014	Re-route of orders due to last minute transfers
July 7, 2015 2014	Refunds to families/friends if applicable
July 20, 2015 21, 2014	Commission check due to the Department

3.7 Contractor's Staff Requirements

3.7.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.

SECTION 5 – BID SUBMISSION REQUIREMENTS

Bid Format

The Bidder shall supply one (1) signed original, and three (3) copies of the Bid, and should submit one (1) electronic copy, in pdf format on a CD. If Bidder submits a redacted copy of the bid as outlined in Section 4.2.16, then the Bidder shall also submit one (1) electronic copy of their redacted Bid in pdf format, on CD. The submitted CDs shall not be “password protected”. The Bid shall be submitted in sealed envelopes or boxes and clearly marked “DC-ITB-13-016 Food and Property Package Program Services”, (and also “Redacted” for the redacted copies), and should also be marked with the opening date and time.

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 should be placed within the relevant section. Additional tabs beyond those designated in this section will not be reviewed. 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, Certification Attestation Page for Mandatory Statements”), 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.

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.

5.3 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.** Note: Copies of rejected bids will be retained in the ITB file.

- 5.1.1 It is **mandatory** that a responsive bid is received by the Department by the date and time specified in Section the Timeline provided on page 7 of this ITB.
- 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**).
- 5.1.3 It is **mandatory** that the bidder complete, sign, and return, under **Tab 7**, the “Price Information Sheet” (**ATTACHMENT 4**).
- 5.1.4 It is **mandatory** that the bidder complete, sign and return under **Tab 8** the products and pricing they propose to offer from the Department-approved Food and Property Package Program list (issued in an addendum by the anticipated date listed in the Timeline), which will be a new Exhibit to the bid and will include all approved brands and equivalents that bidders may bid on.

5.4 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 Services, of the ITB. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the 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 should be inserted under **Tab 2** of the Bid. The Transmittal Letter with Executive Summary should also contain information addressing each of the following requirements:

- 5.2.3 Information indicating that the bidder is a corporation or other legal entity, if applicable.
- 5.2.4 Information indicating whether the bidder intends to utilize subcontractors and if so, that the bidder agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID

5.5 Tab 7. Price Information Sheet

5.5.1 Price Sheet 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 utilizing the form provided as **ATTACHMENT 4** of this ITB. Any modifications, counter offers, deviations, or challenges shall render the bid non-responsive. By submitting an offer or under this ITB, each bidder warrants its agreement to the Commission Rate percentage submitted.

The completed price sheet shall identify the name of the bidder's organization, and shall bear the signature of a representative authorized to bind the bidder to the Commission Rate percentage submitted. The bidder shall insert the completed Price Information Sheet under **Tab 7** of the Bid.

5.6 Tab 8. Department-Approved Food and Property Package Program List

The bidder shall complete and insert under **Tab 8** the products and pricing they propose to offer from the Department-Approved Food and Property Package Program List (issued as an exhibit to the bid by the anticipated date listed in the Timeline), which shall include all of the information listed in the exhibit.

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ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #3

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: Temporarily suspended until further notice

ADDENDUM NO.: Three (3)

DATE: January 28, 2014

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

This addendum includes the following:

1. **Suspends the Timeline until further notice. An addendum will be posted once a new timeline or decision has been determined.**

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: _____

BY: _____

ADDRESS: _____

PHONE: _____

CITY, STATE: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

A D D E N D U M #2

**Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500**

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.

ADDENDUM NO.: Two (2) **DATE:** January 17, 2014

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

This addendum includes the following:

- 1. Revised Written Responses to Written Inquiries for #20, #21, and #23;**
- 2. Revised Pages 12 and 13 (2nd Revision).**
- 3. New Page 13A**

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: _____ **BY:** _____

ADDRESS: _____ **PHONE:** _____

CITY, STATE: _____ **DATE:** _____

AUTHORIZED SIGNATURE: _____

Food and Property Package Program

All written inquiries are reproduced in the same format as submitted by the Bidder.

<p>Question #20</p>	<p>Section 3.5.3 Product List, Pricing and Order Forms instructs that bidders are to, "Provide all products listed on the Food and Property Package Program List." This list appears to consist of the current vendor's menu. In some cases the current vendor may have negotiated exclusive rights to carry the exact sizes or items listed. 'Cajun Shrimp' flavored Maruchan ramen, for instance, is a flavor that Maruchan sells exclusively through the current vendor. There are other brands of ramen that offer similar flavors and other flavors that Maruchan sells on the open market; but if every bidder has to exactly match Exhibit A, then there can be only one responsive bidder and the State will not get the benefit of a competitive bid process.</p> <ul style="list-style-type: none"> a) Will the State permit each bidder to offer similar items but with modest variations of size and brand so that no bidder is excluded because of an exclusivity arrangement between a manufacturer and the current vendor? b) Will the State modify the terms of requirement 5.7.1 Price Sheet Submission Requirements to permit bidders to accurately list the brands/sizes/items that we offer as substitutes for items that are exclusive to the current vendor? c) Part of the value that a package program offers inmates is the ability to purchase seasonal merchandise. Will the State permit bidders too offer seasonal items, and specially discounted items <u>in addition</u> to the items required on Exhibit A as part of each regular package program? d) Are the prices listed for the items on the Food and Property Package Program list final and will they be the same prices for all approved vendors? e) Will the Department allow contractors to offer promotions (buy one get one free) if that results in a price per item being lower than the price on Exhibit A? f) Are prices locked for the entire term of the contract? <ul style="list-style-type: none"> i) How will the Department handle requested price increases? ii) How will the Department handle requested price decreases?
<p>Answer #20</p>	<p>Section 3.5.3.4 has been added to the ITB to allow the successful contractor(s) the ability to request an exemption from offering an item(s) on the Food and Property Package Program List.</p> <p>a) No.</p> <p>b) No.</p> <p>c) No.</p> <p>d) Yes.</p> <p>e) No.</p> <p>f) No. Price increases/decreases will be handled in accordance with section 3.5.3.1</p> <p>The intent of the Department is to have like products on the Master Canteen Products List and the Food and Property Package Program list. Per section 3.5.3.1 of the ITB, these items comply with fair market value pricing as required by Section 945.215, F.S. and conform to the Department's security requirements.</p> <p>a.) Vendors will not be required to submit variations to the Food and Property Package Program List with their bid submission. However, section 3.5.3.4 has been added to the ITB allowing the successful contractors to request additions/deletions and substitutions to the Food and Property Package Program List.</p> <p>b.) Please see answer to a.)</p>

	<p>c.) Please see answer to a.)</p> <p>d.) Please see answer to a.) above and f.) below.</p> <p>e.) Please see answer to a.)</p> <p>f.) No. The Department has added section 3.5.3.5 to the ITB allowing the successful contractors to request a price increase or price decrease to items listed on the Food and Property Package Program List.</p>
Question #21	In addition to the items which are carried exclusively by a single vendor, the State's menu lists a couple of items recently discontinued by the manufacturer (for instance Amour has recently discontinued their entire line of pouched meats including the Beef Stew and Chili with Beans listed on the State's menu). Will the State accept reasonable substitutions to match item types rather than requiring exact brand and item matches?
Answer #21	<p>No. Per section 3.5.3.1 of the ITB, if changes (i.e., deleted, price increase/decrease) to the Master Canteen Products List are needed due to products being discontinued, the Food and Property Package Program List, Exhibit A, will be updated accordingly.</p> <p>Please see answer to subsection a.) in question 20.</p>
Question #23	<p>Section 3.5.3.1 says that the Department's Master Canteen Products List is regularly updated.</p> <p>a) How often is the Master Canteen Product List updated?</p> <p>b) What is the process for any new vendors to apply to have items/sizes/brands other than those offered by the current vendor approved for sale through the package program? Allowing new bidders to submit items for approval will give inmates the benefits of vendor competition whereas restricting all new bidders to only offering the current vendor's menu stifles the ability of new bidders to compete on price and value.</p> <p>c) Will the State consider any new items/sizes/brands other as part of this bid process? May we submit sample merchandise to the evaluating committee for any items not on Exhibit A that we would like to have approved for sale?</p>
Answer #23	<p>a) The Master Canteen Products list is typically updated twice per year or as otherwise needed.</p> <p>b) Per section 3.5.3.1 of the ITB, only items listed on the Food and Property Package Program list may be offered by the contractors. Section 3.5.3.4 has been added to the ITB allowing the successful contractors to requests additions/deletions and substitutions to the Food and Property Package Program List.</p> <p>c) No. Please see answer to subsection a.) in question 20.</p>

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1** Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2** The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3** In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4** All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.5.2 Minimum/Maximum Order

- 3.5.2.1** Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2** Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages.
- 3.5.2.3** Multiple orders may be processed per inmate
- 3.5.2.4** Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1** The Contractor(s) shall provide all products listed on the Food and Property Package Program List, Exhibit A. This list is comprised of items included in the Department's Master Canteen Products List and complies with fair market pricing as required by Section 945.215 F.S. If these items are changed (i.e., deleted, price increase/decrease) on the Master Canteen Products List, the Food and Property Package Program List, Exhibit A, will be updated accordingly.
- 3.5.3.2** The Contractor(s) shall appropriately identify items that meet or do not meet religious or dietary restrictions. (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department).
- 3.5.3.3** The successful Contractor(s) shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.
- 3.5.3.4** If the successful contractor(s) is unable to offer an item(s) identified on the Food and Property Package Program List, Exhibit A, they shall submit a formal communication to the contract manager identifying the item(s) and provide a justification for not being able to offer the item(s) (i.e. item not available for purchase by the general public, etc...). If approved by the Contract Manager, the successful contractor(s) will be exempt from offering the approved item(s). The successful contractors will have the ability to request additions/deletions and/or substitutions to the Food and Property Package Program List after execution of the contracts. All additions/deletions to the Food and Property Package Program List must be recommended by the Canteen Review Team and approved by the Secretary or her/his designee. The Contractor may submit recommendations for additions/deletions of items for the Food and Property Package Program List on a semi-annual basis. Written justification must be included for all recommendations and the contractor shall indicate whether the item is kosher, taxable or non-taxable. The contractor shall provide an item description (including brand name and portion size, if applicable) and quantity or packaging information (i.e. number of items in a pack, etc.). The Contract Manager will forward the request to the Department's Canteen Review Team who will review the request and make their written recommendations to the Secretary or her/his designee. A revised Food and Property Package Program List will be provided to the Contractor within thirty (30) calendar days of approval by the Secretary or

her/his designee. The Department reserves the right to approve or deny any such request based upon the best interests of the state of Florida and the Department and in keeping with security and other operational requirements. Upon approval, the following transition of product time frames is established for the addition/deletion items:

- Contractor requested items to be added to the menu must be in the canteens and offered for sale within thirty (30) calendar days;
- Deleted items shall be removed within fifteen (15) calendar days and no longer offered for sale;
- Items requested to be added to the Master Canteen Products List by the Department must be in the canteens and offered for sale within sixty (60) calendar days.

In addition, the Contractor may request that items be substituted if no longer available from the manufacturer for resale. Substitutions will only be allowed if the item to be substituted is of the same or similar quality, packaging, and price. Product substitutions shall be only for Brand Name items. If Contractor's items are changed, they shall be removed from the menu at the time the product is no longer available. The Contractor shall be allowed fifteen (15) calendar days to sell out the removed product. Requests for substitution of products shall be submitted in writing to the Contract Manager and shall be approved or denied in writing to the Contractor within fifteen (15) calendar days of receipt.

3.5.3.5 The Department has established fixed pricing for all items on the Food and Property Package Program List. Prices shall not exceed the fair market prices as required by 945.215, Florida Statutes. The Contractor shall make all items contained on the Food and Property Package Program List available for purchase at the price(s) indicated. These prices shall be maintained by the Contractor unless approved in writing by the Department's Contract Manager.

The Contractor may request price increases for individual products as identified on the Food and Property Package Program List by submitting a letter to the Contract Manager at least ninety (90) days prior to the annual anniversary date of the Contract. If the Contractor fails to timely submit a price increase letter to the Contract Manager by the required date, price increases will not be entertained by the Department until the following year's anniversary date. Price increase requests may only be submitted once a year.

The request for price increases must include written justification for the increase. The requested increase shall not exceed ten percent (10%) of the then-current selling price of the item for which a price increase is sought. Any price increase that result in the price of a product exceeding the fair market price will be denied, regardless of the percentage of increase requested. The Department will have the sole discretion to determine what percentage increase, if any will be allowed. The Department will have the option of: approving the requested percentage; approving an increase but at a lower percentage than requested; or denying the request entirely for any or all items for which a price increase is requested.

Price reduction changes shall also be made by letter and may be submitted at any time by Contractor to the Contract Manager. Price reductions will not become effective until approved in writing by the Contract Manager and/or Canteen Review Team.

3.5.4 Advertising, Packaging and Shipping

3.5.4.1 The Contractor (s) may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section 3.6 for timeframes). Contractor(s) may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.

3.5.4.2 Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section 3.6.

3.5.4.3 The Contractor(s) shall have no direct physical contact with the inmates at any time.

- 3.5.4.4 The Contractor(s) shall provide each institution with a numerical manifest for each shipment to each location listing the inmate's DC number, last name, first name and location for all orders included in that shipment at least 2 weeks prior to delivery. The manifest must be sorted in numerical sequence by inmate number and by location.
- 3.5.4.5 All shipments must be sealed in a clear perforated poly bag, or other container that has been approved in writing by the Contract Manager.
- 3.5.4.6 Packages must be clearly labeled with the inmate DC number, last name, first name and location.
- 3.5.4.7 Packages must contain a pick-up ticket reflecting all items contained within.

The institution will notify the Contract of any change in inmate location or eligibility status, if applicable.

3.5.5 Order Processing Requirements

- 3.5.5.1 The Contractor(s) shall process orders, enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested.
- 3.5.5.2 The Contractor shall also be able to enact and enforce spending limitations, frequency of orders, and inmate status limitations. In order to enforce spending limitations, Contractor(s) shall provide an on-line interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.5.3 Contractor(s) shall provide each institution an Order Summary including a list of all inmates that have had an order placed for the designated ordering period no less than 2 weeks before the delivery date. The individual institutions will verify that the inmate eligibility, location and housing assignment are valid and provide the correct information if necessary. Contractor(s) shall be responsible for correcting any shipping due to inmate reassignment prior to shipping of those orders.
- 3.5.5.4 Contractor(s) shall process all packages using a blind fill picking process. The process shall include the following:
 - a) Contractor(s) must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages
 - b) Contractor(s) staff that are responsible for receiving orders, assigning order numbers and/or secure numerical identifiers for shipping security shall not be allowed to assemble packages.
- 3.5.5.5 Contractor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Video tapes or other medium providing a record of activities in packaging and shipping areas must be maintained for a minimum of 30 days. All recordings must provide a date and time stamp and the ability to identify vendor staff.
- 3.5.5.6 Contractor(s) must provide name and identification information and past criminal history of all staff on demand. A current driver's license will be accepted as valid identification.
- 3.5.5.7 Contractor(s) shall allow inspections of facilities and merchandise by Department personnel without notice.

3.5.6 Shipment and Delivery of Orders

- 3.5.6.1 All orders may include a shipping and handling fee; however, this fee shall not exceed \$5.00 per order.
- 3.5.6.2 Contractor(s) may use a common carrier and/or contractor-owned/leased vehicles to ship directly to the individual institutions.
- 3.5.6.3 Each shipment shall be presorted so that orders are shipped per one (1) housing location only. Multiple shipments may be made for a specific housing location, but should be clearly sorted by housing assignments. In the event a housing assignment has very few orders (5 or less), a single shipment may be used for multiple housing locations but orders must be labeled and organized in a manner that makes the housing location destination easily identified.
- 3.5.6.4 Delivery is to be coordinated with each facility and should be shipped all at one time unless the facility has requested otherwise.
- 3.5.6.5 The Contractor(s) is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.

ADDENDUM ACKNOWLEDGEMENT FORM
Invitation to Bid DC ITB-13-016
A D D E N D U M #1

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-015

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.

ADDENDUM NO.: One (1)

DATE: January 14, 2014

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

This addendum includes the following:

1. Written Responses to Written Inquiries;
2. New Exhibits D and E; and
3. Revised Pages 12, 13, 14, 27, 28 and 42.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: _____

BY: _____

ADDRESS: _____

PHONE: _____

CITY, STATE: _____

DATE: _____

AUTHORIZED SIGNATURE: _____

**Written Responses to Written Inquiries
DC ITB-13-016
Food and Property Package Program**

All written inquiries are reproduced in the same format as submitted by the Bidder.

<p>Question #1</p>	<p>Section 2.3 states: "The Department intends to award up to three contracts as a result of this ITB."</p> <p>Question: Is it the intention of the Department to ultimately award three contracts to the top three vendors supplying the highest commission rate as long as the potential contractors meet the mandatory requirements and are responsive, responsible bidders regardless of the range of the commissions offered?</p>
<p>Answer #1</p>	<p><i>The Department's intentions are clearly stated in section 2.3 of the ITB.</i></p>
<p>Question #2</p>	<p>Section 3.5.2.2 states the new spending limits.</p> <p>Question: The sales numbers provided in Section 2.2 Overview were obtained when there were two separate programs that had the package constraints listed below:</p> <ol style="list-style-type: none"> 1. Food had a separate \$100 spending limit per quarter and the inmate was allowed to receive one package per quarter – 4 times per year. 2. Property had only item quantity or category limits (dollar limits did not exist for property orders) per quarter and the inmate was allowed to receive one package per quarter – 4 times per year. <p>Please clarify the \$100 maximum limit. Is it \$100 per each food package and \$100 per each property package per semi-annual order cycle for a potential maximum total of \$200 per semi-annual cycle and \$400 per year or is it a combined \$100 limit for a combined food and property package per semi-annual order cycle for a potential maximum total of \$100 per semi-annual order cycle and \$200 per year? Regardless, if the dollar limit is combined or independent are the food items and property items allowed to be delivered in the same package or are they required to be placed in separate packages?</p>
<p>Answer #2</p>	<p><i>There is only one program for food and property packages to be submitted to inmates from family and friends twice per year. Section 3.5.2.2 provides under no circumstances shall the total order amount <u>per inmate</u> exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages. Food and Property items may be shipped in the same package. This spending limit is per semi-annual ordering period.</i></p>
<p>Question #3</p>	<p>3.5.2.4 Inmates may receive orders from multiple Contractors.</p> <p>Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.</p> <p>Question: Please provide the contact name and number for the individual that is providing the portal to manage the total spend limits for a specific inmate.</p> <p>How will orders and monetary limits be prioritized by the portal when submitted by different Vendors?</p>

Answer #3	<i>The Department's Office of Information Technology (OIT) is handling this portal.</i>
Question #4	<p>3.5.4.5 All shipments must be sealed in a clear perforated poly bag, or other container that has been approved in writing by the Contract Manager.</p> <p>Question: The clear perforated poly bag will need to be placed inside of a corrugated container for shipping purposes – is there a limit on how many individual orders may be placed inside the corrugated shipping container?</p>
Answer #4	<i>No.</i>
Question #5	<p>3.5.5.1 The Contractor(s) shall process orders, enforce item restrictions, limitation of product and quantity ordered, and imposed any additional restrictions requested.</p> <p>Question: Please provide all quantity limits (if any) on individual items on the master list?</p> <p>Please provide all other restrictions known at this time – i.e. facility restrictions, housing restrictions, items restrictions, etc.</p>
Answer #5	<p><i>Quantity limits have not been established on food items contained on the food and property package program list. However, inmates are responsible for ensuring they do not exceed the maximum possession limits on authorized property listed in rule 33-602.201. No additional restrictions, other than the ones provided in this ITB, exist at this time.</i></p> <p><i>The Department reserves the right to establish additional quantity/possession limits and/or additional restrictions for the food and property package program during the term of the contract.</i></p>
Question #6	<p>3.5.6.2 Contractor(s) shall use a common carrier and ship directly to the individual institutions.</p> <p>Question: Will only common carriers be allowed to ship the orders directly to the individual institutions?</p> <p>Will vendors be allowed to use company leased vehicles for delivery from company warehouse to the correctional facility?</p>
Answer #6	<i>Section 3.5.6.2 of the ITB, is being amended to allow contractors to utilize their owned and/or leased vehicles to ship directly to the institutions.</i>
Question #7	<p>3.5.6.6 Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution, the Contractor will be responsible for the reshipping the package to the correct location.</p> <p>Question: Is the Contractor only responsible for the reshipping cost and the Department staff will physically re-box the package and make available for Contractor pickup or Common Carrier pick up for delivery to new location?</p>
Answer #7	<i>Yes.</i>

<p>Question #8</p>	<p>3.5.6.7 All orders will be delivered and inventoried within the presence of the institution designated employee(s).</p> <p>Question: Please confirm that only Department staff will be used to receive incoming shipments from vendor(s) and to make deliveries to inmates - the Contractor(s) will have no responsibility or requirements to accept deliveries at the facility or make delivery of orders to the inmates at any of the institutions?</p>
<p>Answer #8</p>	<p><i>Correct.</i></p>
<p>Question #9</p>	<p>3.7.1.5 States Contractor staff entering/exiting institutions and providing tool control.</p> <p>Question: Will there be any requirement for Contractor staff to be on-site at the institutions for any reason with regard to this Invitation to Bid?</p>
<p>Answer #9</p>	<p><i>The ITB does not require the successful contractor's staff to be on-site at any institution. However, per section 3.5.3.3 and 3.5.4.1 of the ITB, the contractor has the ability for their staff to go on-site to advertise their program.</i></p>
<p>Question #10</p>	<p>3.8.1.3 Commission Rate Report requests various attributes of information.</p> <p>Question: Please clarify "Date order was delivered" – does this refer to the date the Vendor(s) shipment was received at the facility?</p>
<p>Answer #10</p>	<p><i>Correct.</i></p>
<p>Question #11</p>	<p>3.9.1.2 Fill Rate – Measure</p> <p>Question: Please clarify measurement process – i.e. if a package contains 20 different items and each item is supposed to have 10 each within the package and 19 items contain the required 10 each but one item only contains 9 each is that package considered a failure even though it would have contained 199 out of 200 items or 99.5%?</p>
<p>Answer #11</p>	<p><i>As stated in section 3.9.1.2 of the ITB, the fill rate will be calculated by dividing the number of packages received that were 100% filled and correct at each facility during the approved delivery schedule by the number of packages ordered for the facility. (For example, if 100 packages were received at the institution and 2 of those packages contained less than 100% of the order, but the remaining 98 were 100% filled and correct the fill rate would be 98/100 = 98%.) As stated in section 3.9.1.2 of the ITB, the standard for compliance is 95% or better.</i></p>
<p>Question #12</p>	<p>Regarding Section 2 part 2.11: please clarify that <u>both</u> the State-run <u>and</u> privately operated facilities will participate in any multi-vendor package program(s) that the State awards??</p>
<p>Answer #12</p>	<p><i>Privately operated facilities will not participate in this program.</i></p>
<p>Question #13</p>	<p>The State's ITB says that many custody levels will not be eligible to participate in this program. Can you please provide the number of inmates who are eligible to participate?</p>

Answer #13	<i>These numbers vary from month to month. However, during the month of December 2013, there were approximately 45,000 inmates that were eligible to receive packages.</i>
Question #14	<p>At Section 2.2, the Department estimates \$436,000 in semi-annual sales based on the current contractor's food and property program sales.</p> <p>a) These numbers seem quite low considering the number of inmates in the FLDOC. Please provide a copy of the most recent sales report from the current contractor showing the number of orders and dollar value of each order so that bidders may make our own estimates of potential sales.</p> <p>b) Please provide a copy of a sales report from a recent package program(s) listing the sales by line item. This is information that the current contractor already has and that will allow other bidders to accurately estimate shipping costs and operating margins. If the current contractor does not share this information they will be able to bid at a clear advantage to all non-incumbents.</p>
Answer #14	<p>a) <i>See Exhibit D - Dec. 2013 Property Package Sales Report</i></p> <p>b) <i>This information is not available by the Department.</i></p>
Question #15	We understand that in 2012 a package program ran statewide. Will the State please provide a copy of the sales and commission report(s) for the 2012 program?
Answer #15	<i>See Exhibit E – Year 2012 Food and Property Package Program Sales Report.</i>
Question #16	Part 2.3 the Department describes a food and property program to operate twice a year . Will the state please clarify whether there will be two separate packaged programs— one for food and another for property—each of which will operate twice a year? Since the two categories have separate menus, spending limits and possibly delivery requirements this seems to be what the ITB implies; but it is not perfectly clear.
Answer #16	<i>There is only one program for food and property packages to be submitted to inmates from family and friends twice per year.</i>
Question #17	Requirement 5.3.3.7 instructs bidders to provide a, "Summary of any penalties or sanctions imposed or findings . . . of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder." This question is extremely broad. Will the State please clarify that as part of their responses to this requirement, bidders must provide information about any sanctions, findings etc. against the bidder's executive corporate staff or related entities <i>during the last five years?</i>
Answer #17	<i>Requirement 5.3.3.7 has been deleted. Section 5.2.9 and Attachment 1, Certification/Attestation Page for Mandatory Statements has been revised.</i>
Question #18	<p>Can the Department please provide clarification for the below questions regarding Section 3.5:</p> <p>a) We are assuming that the Food Package Program and Property Package Program items will be treated as two separate programs which will each have a \$100 limit per inmate per ordering period? Or is the Property Program order limit based upon the amount of Property that each inmate already has in their property file at the time of ordering?</p> <p>For instance, in many states, when an inmate receives a "Property and Clothing" package and a Food and Hygiene package, they are to be "bagged" separately but packaged and shipped together and at the same time. Property and Clothing packages will have a "quantity" limit as determined by TDOC and the Food and Hygiene packages have a "dollar" limit of \$100.00 to \$150.00 (actual limit to be</p>

	<p>determined)) plus shipping & handling that may also include some "quantity" limits.).</p> <p>The Men's Reebok Classic Running Shoe on the State's menu is listed at \$66.51. If an inmate bought one pair of shoes and some underwear they would not be able to get any food or snacks under a single, all-encompassing spending limit.</p> <p>b) We also assume that food items will ship in a separate package than the property items. Is this correct?</p> <p>c) Will the property officer(s) take delivery inside or outside the perimeter at each facility?</p>
Answer #18	<p><i>a.) This is not correct. There is only one food and property package program. The spending limit is for food and property orders combined.</i></p> <p><i>b.) Food and Property items may be shipped in the same package or in a separate package depending on the items ordered.</i></p> <p><i>c.) Per section 3.5.6.5 The Contractor(s) is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.</i></p>
Question #19	<p>Do property items need to be delivered to a property officer at any facility for tagging before going to the inmates?</p> <p>a) If so, at which facilities?</p> <p>b) Which items need to be delivered separately to property officers?</p> <p>c) Will the property officer(s) take delivery inside or outside the perimeter at each facility?</p>
Answer #19	<p><i>The following response is for a.) b.) and c.)</i> <i>Per section 3.5.6.5 The Contractor is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.</i></p>
Question #20	<p>Section 3.5.3 Product List, Pricing and Order Forms instructs that bidders are to, "Provide all products listed on the Food and Property Package Program List." This list appears to consist of the current vendor's menu. In some cases the current vendor may have negotiated exclusive rights to carry the exact sizes or items listed. 'Cajun Shrimp' flavored Maruchan ramen, for instance, is a flavor that Maruchan sells exclusively through the current vendor. There are other brands of ramen that offer similar flavors and other flavors that Maruchan sells on the open market; but if every bidder has to exactly match Exhibit A, then there can be only one responsive bidder and the State will not get the benefit of a competitive bid process.</p> <p>a) Will the State permit each bidder to offer similar items but with modest variations of size and brand so that no bidder is excluded because of an exclusivity arrangement between a manufacturer and the current vendor?</p> <p>b) Will the State modify the terms of requirement 5.7.1 Price Sheet Submission Requirements to permit bidders to accurately list the brands/sizes/items that we offer as substitutes for items that are exclusive to the current vendor?</p> <p>c) Part of the value that a package program offers inmates is the ability to purchase seasonal merchandise. Will the State permit bidders too offer seasonal items, and specially discounted items <u>in addition</u> to the items required on Exhibit A as part of each regular package program?</p> <p>d) Are the prices listed for the items on the Food and Property Package Program list final and will they be the same prices for all approved vendors?</p> <p>e) Will the Department allow contractors to offer promotions (buy one get one free) if that results in a price per item being lower than the price on Exhibit A?</p> <p>f) Are prices locked for the entire term of the contract?</p> <p>i) How will the Department handle requested price increases?</p> <p>ii) How will the Department handle requested price decreases?</p>

<p>Answer #20</p>	<p><i>Section 3.5.3.4 has been added to the ITB to allow the successful contractor(s) the ability to request an exemption from offering an item(s) on the Food and Property Package Program List.</i></p> <p>a) <i>No.</i></p> <p>b) <i>No.</i></p> <p>c) <i>No.</i></p> <p>d) <i>Yes.</i></p> <p>e) <i>No.</i></p> <p>f) <i>No. Price increases/decreases will be handled in accordance with section 3.5.3.1</i></p>
<p>Question #21</p>	<p>In addition to the items which are carried exclusively by a single vendor, the State's menu lists a couple of items recently discontinued by the manufacturer (for instance Amour has recently discontinued their entire line of pouched meats including the Beef Stew and Chili with Beans listed on the State's menu). Will the State accept reasonable substitutions to match item types rather than requiring exact brand and item matches?</p>
<p>Answer #21</p>	<p><i>No. Per section 3.5.3.1 of the ITB, if changes (i.e., deleted, price increase/decrease) to the Master Canteen Products List are needed due to products being discontinued, the Food and Property Package Program List, Exhibit A, will be updated accordingly.</i></p>
<p>Question #22</p>	<p>Can the State please provide a description of the 'Master Lock 31MK-Blind Inmates Only'? Is this asking for a lock with a Braille dial?</p>
<p>Answer #22</p>	<p><i>No. The Master Lock MK is a master keyed padlock.</i></p>
<p>Question #23</p>	<p>Section 3.5.3.1 says that the Department's Master Canteen Products List is regularly updated.</p> <p>a) How often is the Master Canteen Product List updated?</p> <p>b) What is the process for any new vendors to apply to have items/sizes/brands other than those offered by the current vendor approved for sale through the package program? Allowing new bidders to submit items for approval will give inmates the benefits of vendor competition whereas restricting all new bidders to only offering the current vendor's menu stifles the ability of new bidders to compete on price and value.</p> <p>c) Will the State consider any new items/sizes/brands other as part of this bid process? May we submit sample merchandise to the evaluating committee for any items not on Exhibit A that we would like to have approved for sale?</p>
<p>Answer #23</p>	<p>a) <i>The Master Canteen Products list is typically updated twice per year or as otherwise needed.</i></p> <p>b) <i>Per section 3.5.3.1 of the ITB, only items listed on the Food and Property Package Program list may be offered by the contractors.</i></p> <p>c) <i>No.</i></p>
<p>Question #24</p>	<p>Section 7.8.1 instructs that the State has a goal of facilitating participation by MBEs and CVBEs in state contracts. Will the Department allow bidders to offer items manufactured by MBEs and/or CVBEs in addition to the items listed on Exhibit A?</p> <p>a) If so, do the new items need to be submitted for approval by the Master Canteen Products List</p>

	<p>committee as part of this bid process?</p> <p>b) How will MBE, CVBE or PRIDE participation be factored into bid evaluations (if at all) for this solicitation?</p>
Answer #24	<p>a) <i>No. Not as part of the bid process.</i></p> <p>b) <i>The Department encourages participation by small-, minority-, women-, and veteran business enterprises.</i></p> <p><i>Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing the State's Diversity in Contracting initiative, along with all initiatives, as outlined in Section 7.8.1 of the ITB.</i></p>
Question #25	<p>Regarding section 3.5.5.3, once a shipping manifest is provided to the facilities (no less than two weeks before delivery date), how long will the facility need to verify inmate eligibility, location and housing units and provide any corrected information back to the contractor? We recommended a turnaround of no more than 48 hours as the contractor(s) will need time to correct information prior to shipping.</p> <p>a) Is the Department's OMS capable of accepting a web-services interface so that we can automate portions of this process?</p>
Answer #25	<p><i>The institution will work with the contractor to review the shipping manifest as quickly as possible to allow the successful contractor(s) adequate time to process prior to shipping.</i></p> <p>a) <i>Yes this is technically possible. However, this possibility depends largely on the type of information being shared.</i></p>
Question #26	<p>Section 3.5.6.2 requires the use of a common carrier for delivery to each facility. Will the Department permit vendors to use their own trucks for some deliveries? This will make it easier to accommodate the scheduling preferences off 117 facilities.</p>
Answer #26	<p><i>The delivery schedule is set per section 3.6. of the ITB. However, section 3.5.6.2 of the ITB, is being amended to allow contractors to utilize their owned and/or leased vehicles to ship directly to the institutions.</i></p>
Question #27	<p>Section 3.5.6.5 states that the contractor is responsible for coordinating delivery with each facility. Please clarify that a contact person at each facility be provided to each selected vendor?</p>
Answer #27	<p><i>Correct. Each facility will designate the appropriate staff person to work with the contractors.</i></p>
Question #28	<p>Will the Department please clarify the following regarding Section 3.5.6.6:</p> <p>a) Will each facility notifying the contractor of any inmates who receive a package that are no longer housed at their facility, then to coordinate the redirecting of packages?</p> <p>b) Is there a specific shipping method needed to reroute packages?</p>
Answer #28	<p>a) <i>The Department will work with the contractors to identify inmates whose packages need to be redirected due to a change in housing assignments.</i></p> <p>b) <i>Please refer to Section 3.5.6.2 of the ITB.</i></p>
Question #29	<p>Section 3.6 requires that all packages be delivered within a 5 day window (June 16-20). Section 3.5.6.5 implies that each facility will have some discretion about approving the delivery date for their facility. With 117 facilities to schedule during a 5 day window vendors may not be able to accommodate every requested schedule change.</p> <p>a) May each selected contractor provide a set delivery schedule that may only be changed if the facility has a serious conflict and the change is approved by the DOC Contract Manager before the</p>

	<p>contractor will rearrange the schedule to accommodate change requests?</p> <p>b) Can we offer facilities in each region a three or five day window rather than trying to coordinate a single delivery window that is approved by 117 facilities representatives?</p> <p>c) Will the Department permit vendors to work with each facility's representative to create a delivery schedule that is convenient for them even if it means that some deliveries fall outside of their preferred five-day period?</p>
Answer #29	<p><i>Correct. Section 3.6 of the ITB provides the delivery dates. Section 3.5.6.5 of the ITB, doesn't allow the individual facilities to change the delivery dates. The purpose of section 3.5.6.5 of the ITB is for the contractor to contact each facility to determine any special requirements (times, security, etc...) the institution may have in order to receive these deliveries. With this statement in mind please find the following answers.</i></p> <p><i>a) No. The delivery schedule is set and approved by the contract manager prior to each ordering period per section 3.6 of the ITB.</i></p> <p><i>b) Please see answer to a)</i></p> <p><i>c) Please see answer to question a)</i></p>
Question #30	<p>Section 3.5.6.7 – Once the packages are delivered to the facility, how long do the facility staff members have to distribute the packages?</p>
Answer #30	<p><i>The ITB doesn't specify a time limit. This will vary from institution to institution.</i></p>
Question #31	<p>Section 3.5.6.9-How long does the facility staff have to report any discrepancies to the vendor? (We recommend the facility report all discrepancies via email within 24 hours of package receipt or delivery so replacements may be sent immediately)</p>
Answer #31	<p><i>The institution will work with the successful contractor(s) to identify and report any issues with the delivery and/or receipt of a package(s) in a timely manner.</i></p>
Question #32	<p>Can the Department please provide clarification for the below questions regarding Section 3.6:</p> <p>a) Section 3.5.3.3 states posters and order form must be delivered to the facilities no less than two weeks prior to the first ordering date, the schedule e provided in Section 3.6 does not make that feasible.</p> <p>i) Please keep in mind contractors need ample time for creating advertising materials, printing materials and shipping materials. To meet the deadline of providing advertising materials to the facilities no less than two weeks prior to the first ordering date. Will the Department permit bids offering a schedule more like the following:</p> <ol style="list-style-type: none"> (1) March 3, 2014 –Product List and Program Advertisement provided to department by contractor (2) March 7, 2014 – Approval of Product List and Program Advertisement provided to the contractor from Department (3) March 10-14, 2014– Contract makes any changes provided by Department (4) March 17 - April 4, 2014 -- Advertising materials printed and shipped to contractor (5) April 7 -11, 2014 -- Contractor packs advertising materials by facility and ships to each individual facility (6) April 14 -18, 2014-Advertising materials arrive at facilities for distribution to inmates and visitors <p>Contractors need, at minimum, one week to validate orders before sending the shipping manifests to the facilities. Also we recommend a complete 30 day ordering period with last day for ordering in the</p>

	middle of the week to allow for mail orders to be received and processed. The schedule above would give those steps the time required to do them properly.
Answer #32	<i>Please see the revised timeline in section 3.6 of the ITB. Changes to the timeline will be addressed by the Contract Manager after contract award.</i>
Question #33	<p>Please clarify that the liquidated damages described in 3.10 and 3.11 will be based on a schedule and performance metrics agreed upon during contract finalization. As listed, they seem to imply that a vendor could be penalized for not delivering marketing materials to each facility two weeks ahead of time (per 3.5.3.3) whereas the timeline listed in 3.6 tentatively lists April 21st as the date that the Department will approve marketing materials— exactly two weeks prior to the start of the program. This permits bidders zero days to print and ship hundreds of thousands of items to all 117 facilities.</p> <p>a) Will the liquidated damages listed in 3.11 be applied per package, per shipment or per facility? b) Will the Department clearly define during contract finalization the exact responsibilities of the onsite staff at each facility in making timely delivery of packages to inmates and of accepting shipments within a pre-defined window so that contractors do not risk incurring damages due to the delivery preferences of facility staff?</p>
Answer #33	<p><i>Please see revised timeline in section 3.6 of the ITB.</i></p> <p>a) <i>Per section 3.9.1 of the ITB, the standard is by institution.</i></p> <p>b) <i>Yes.</i></p>
Question #34	Will the Department have product restrictions by individual facility or only based on the restriction list provided in the ITB?
Answer #34	<i>Per section 3.5.5.1 of the ITB, The Contractor(s) shall process orders, enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested. Therefore, it is possible individual facilities may request product restrictions.</i>
Question #35	There are existing package programs in place within the corrections industry that provide increased sales and subsequent revenue for the correctional entity. Would the Department entertain proposals to allow Friends and Family to order packages at any time as this would certainly provide additional revenue to the Department?
Answer #35	<i>No.</i>
Question #36	Under the Minimum/Maximum Spending limitations, how often can an inmate receive a friend and family order per offering period?
Answer #36	<i>Per Section 3.5.2.2 of the ITB, there isn't a limit on the number of packages an inmate can receive during the ordering period. However, per section 3.5.2.2 of the ITB, under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee.</i>
Question #37	Does the spend limit include canteen orders and is the max spend limit a per week or per month total?
Answer #37	<i>The spending limiting doesn't include canteen orders. The spending limit is per semi-annual ordering period.</i>

Question #38	Does the Department expect the awarded vendor to send order confirmation to a centralized location? Since there will be multiple vendors, who will be responsible for building the centralized website?
Answer #38	<i>Please see answer to question # 3.</i>

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1** Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2** The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3** In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4** All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.5.2 Minimum/Maximum Order

- 3.5.2.1** Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2** Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages.
- 3.5.2.3** Multiple orders may be processed per inmate
- 3.5.2.4** Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1** The Contractor(s) shall provide all products listed on the Food and Property Package Program List, Exhibit A. This list is comprised of items included in the Department's Master Canteen Products List and complies with fair market pricing as required by Section 945.215 F.S. If these items are changed (i.e., deleted, price increase/decrease) on the Master Canteen Products List, the Food and Property Package Program List, Exhibit A, will be updated accordingly.
- 3.5.3.2** The Contractor(s) shall appropriately identify items that meet or do not meet religious or dietary restrictions. (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department).
- 3.5.3.3** The successful Contractor(s) shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.
- 3.5.3.4** If the successful contractor(s) is unable to offer an item(s) identified on the Food and Property Package Program List, Exhibit A, they shall submit a formal communication to the contract manager identifying the item(s) and provide a justification for not being able to offer the item(s) (i.e. item not available for purchase by the general public, etc...). If approved by the Contract Manager, the successful contractor(s) will be exempt from offering the approved item(s).

3.5.4 Advertising, Packaging and Shipping

- 3.5.4.1** The Contractor (s) may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section 3.6 for timeframes). Contractor(s) may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.
- 3.5.4.2** Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section 3.6.

- 3.5.4.3 The Contractor(s) shall have no direct physical contact with the inmates at any time.
- 3.5.4.4 The Contractor(s) shall provide each institution with a numerical manifest for each shipment to each location listing the inmate's DC number, last name, first name and location for all orders included in that shipment at least 2 weeks prior to delivery. The manifest must be sorted in numerical sequence by inmate number and by location.
- 3.5.4.5 All shipments must be sealed in a clear perforated poly bag, or other container that has been approved in writing by the Contract Manager.
- 3.5.4.6 Packages must be clearly labeled with the inmate DC number, last name, first name and location.
- 3.5.4.7 Packages must contain a pick-up ticket reflecting all items contained within.

The institution will notify the Contract of any change in inmate location or eligibility status, if applicable.

3.5.5 Order Processing Requirements

- 3.5.5.1 The Contractor(s) shall process orders, enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested.
- 3.5.5.2 The Contractor shall also be able to enact and enforce spending limitations, frequency of orders, and inmate status limitations. In order to enforce spending limitations, Contractor(s) shall provide an on-line interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.5.3 Contractor(s) shall provide each institution an Order Summary including a list of all inmates that have had an order placed for the designated ordering period no less than 2 weeks before the delivery date. The individual institutions will verify that the inmate eligibility, location and housing assignment are valid and provide the correct information if necessary. Contractor(s) shall be responsible for correcting any shipping due to inmate reassignment prior to shipping of those orders.
- 3.5.5.4 Contractor(s) shall process all packages using a blind fill picking process. The process shall include the following:
 - a) Contractor(s) must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages
 - b) Contractor(s) staff that are responsible for receiving orders, assigning order numbers and/or secure numerical identifiers for shipping security shall not be allowed to assemble packages.
- 3.5.5.5 Contractor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Video tapes or other medium providing a record of activities in packaging and shipping areas must be maintained for a minimum of 30 days. All recordings must provide a date and time stamp and the ability to identify vendor staff.
- 3.5.5.6 Contractor(s) must provide name and identification information and past criminal history of all staff on demand. A current driver's license will be accepted as valid identification.
- 3.5.5.7 Contractor(s) shall allow inspections of facilities and merchandise by Department personnel without notice.

3.5.6 Shipment and Delivery of Orders

- 3.5.6.1 All orders may include a shipping and handling fee; however, this fee shall not exceed \$5.00 per order.
- 3.5.6.2 Contractor(s) shall may use a common carrier and/or contractor-owned/leased vehicles to ship directly to the individual institutions.
- 3.5.6.3 Each shipment shall be presorted so that orders are shipped per one (1) housing location only. Multiple shipments may be made for a specific housing location, but should be clearly sorted by housing assignments. In the event a housing assignment has very few orders (5 or less), a single shipment may be used for multiple housing locations but orders must be labeled and organized in a manner that makes the housing location destination easily identified.
- 3.5.6.4 Delivery is to be coordinated with each facility and should be shipped all at one time unless the facility has requested otherwise.
- 3.5.6.5 The Contractor(s) is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.

- 3.5.6.6** Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution, the Contractor will be responsible for reshipping the package to the correct location.
- 3.5.6.7** All orders will be delivered and inventoried within the presence of the institution designated employee(s).
- 3.5.6.8** Without exceptions, inmates will review the contents of their order and sign the pick-up ticket before leaving the distribution area.
- 3.5.6.9** Contractor(s) shall provide 2-part carbonless forms for the inmates use in the event that there is a shortage and/or damaged merchandise is received. The inmate will complete the form and the designated Department staff member will verify the discrepancy and initial the form. The Department staff member will keep the original form and forward to the Contractor(s). The copy will be provided to the inmate.
- 3.5.6.10** The Contractor(s) will provide the institution a self-addressed, stamped envelope for mailing discrepancies and/or complaints.
- 3.5.6.11** Contractor(s) must ship damaged or replacement merchandise within 72 hours of notification, at the Contractor's expense.

3.5.7 Customer Service

The Contractor(s) shall establish a toll free number to answer customer questions and to track the orders from inmates' family and friends. The toll free number should be placed on all forms, posters, brochures, and online websites the Contractor maintains in support of this program.

3.6 Timeline of Tasks and Ordering Schedule

The Contractor shall have the capability to commence implementation of services no later than the 2014 Spring/Summer season.

The ordering schedule/timeline for the first year of the Contract will be as follows, with subsequent years following closely to the same timeline. Each year's ordering schedule will be provided to the Contractor by the Contract Manager or designee:

Spring/Summer Ordering Period	
April 21 7, 2014	Approval of Product List and Program advertisement literature by the Department
May 5, 2014	Solicitation of Orders
June 2, 2014	Numerical Manifest by institution to check location of inmates
June 16-20, 2014	Delivery Period
July 23-27, 2014	Re-route of orders due to last minute transfers
July 7, 2014	Refunds to families/friends if applicable
July 21, 2014	Commission check due to the Department
Fall/Winter Ordering Period	
October 6, Sept. 22, 2014	Approval of Product List and Solicitation literature by the Department
October 20, 2014	Solicitation of Orders
November 17, 2014	Numerical Manifest by institution to check location of inmates
December 1-5, 2014	Delivery Period
December 8-12, 2014	Re-route of orders due to last minute transfers
December 22, 2014	Refunds to families/friends, if applicable
January 5, 2015	Commission check due to the Department

3.7 Contractor's Staff Requirements

3.7.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.

number of all subcontractors that will be utilized. (This information should be submitted with the bid document). Use of subcontractors shall be in accordance with Section 7.16.)

- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the 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.
- 5.2.6 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.
- 5.2.7 The bidder's email address or a statement certifying that an email address will be available for the Contractor's Representative by the start date of any Contract resulting from this ITB.
- 5.2.8 The bidder shall provide an Information Security Plan detailing the bidder's plan for safeguarding information, data computers, computer system and other critical information/data.

~~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 should identify the amount of any payments made as part of any settlement agreement, consent order or conviction.~~

5.2.9 The bidder shall provide copies of any and all documents brought by any federal, state or other regulatory agency made against the bidder, bidder's staff, or any entity affiliated with the bidder within the past (5) five years. This information request should also include information from a parent company and/or divisions or subsidiary companies controlled by the parent company that have worked with the bidding entity. This information includes work as a partner, joint venture or subcontractor, whether related to the services being sought by this solicitation or not. The information shall include, but is not limited to the following:

- complaints filed
- investigations
- warning letters
- inspection reports issued
- pleas of nolo contendere
- sanctions imposed
- findings or convictions for fraud, deceit or unlawful business dealings
- any payments or fines imposed in regard to any of the foregoing (i.e., settlement agreements)

5.3 Tab 3. Business/Corporate Qualifications

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

The 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**:

5.3.2 Business/Corporate Background

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

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

5.3.3 Narrative of Past Experience

As indicated in the Certification Attestation Page for Mandatory Requirements, Attachment 1, it is a mandatory responsiveness requirement that the bidder has five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two (2) years shall have been in a correctional or other security/law enforcement setting. Details of the bidder's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.3.1 relevant experience providing food and property package program services or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services.
- 5.3.3.2 proof of issuance of any current required license, permit, or registration for the bidding entity;
- 5.3.3.3 description of population to whom services have been provided, including number of service recipients and demographics;
- 5.3.3.4 availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;
- 5.3.3.5 a list of at least 10 – 15 contracts related to the scope of services should be listed. This list should include names of the entity contracted with, addresses, phone numbers, email addresses, name of contract Manager(s) or senior official responsible for the Contract;
- 5.3.3.6 a list of contracts the bidder has provided services under that were **terminated or cancelled** prior to original expiration date by any party or for which bidder requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the bidder should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;

~~5.3.3.7 summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Bidder should identify the amount of any payments or fines imposed in regard to any of the foregoing).~~

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

5.3.4 Business/Corporate References

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

MANDATORY FORM
ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC ITB-13-016

1. **Business/Corporate Experience**

This is to certify that the bidder has at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting.

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 Services 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)~~ **five (5)** 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 _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

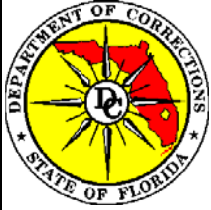
being duly sworn deposes and says that the information herein is true and sufficiently complete so as not to be misleading.

Subscribed and sworn before me this _____ day of _____ 20__.

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

Notary Public: _____

My Commission Expires: _____



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page <u>1</u> of <u>46</u> pages	SUBMIT BIDS TO: Kelly S. Wright, CPPB, Procurement Manager Florida Department of Corrections Bureau of Procurement and Supply 501 South Calhoun Street Tallahassee, Florida 32399-2500
AGENCY RELEASE DATE: <u>December 11, 2013</u>	

SOLICITATION TITLE: FOOD AND PROPERTY PACKAGE PROGRAM SERVICES	SOLICITATION NO: DC ITB-13-016
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BIDS WILL BE OPENED: January 28, 2014, at 2:00 p.m., E.T.
 and remain valid for 365 days after such date and time.

VENDOR NAME:	_____ *AUTHORIZED SIGNATURE (MANUAL) _____ *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the bidder.
VENDOR MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	
FEID NO.:	

I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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

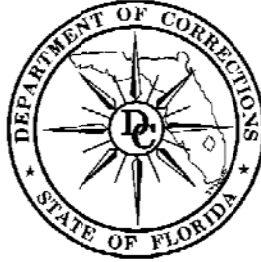
VENDOR CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation and any resulting contract or purchase order.

PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:		NAME, TITLE:	
ADDRESS:		ADDRESS:	
PHONE NUMBER:		PHONE NUMBER:	
FAX NUMBER:		FAX NUMBER:	
EMAIL ADDRESS:		EMAIL ADDRESS:	

The State of Florida's general contract conditions, [Form PUR 1000](#) (10/06), and the General Instructions to Respondents, [Form PUR 1001](#) (10/06), 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 ITB document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



**INVITATION TO BID
(ITB)**

FOR

**FOOD AND PROPERTY PACKAGE PROGRAM SERVICES
ITB**

**DMS CLASS & GROUP
215-670, 973-515, 991-305, 991-340, 991-360**

RELEASED ON

December 11, 2013

BY THE

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

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SECTION 1 - DEFINITIONS

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

- 1.1 **Breach of Contract:** A failure of the Contractor to perform in accordance with the terms and conditions of the Contract which may result from this ITB.
- 1.2 **Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontracts, agents, volunteers, and anyone acting of behalf of, in the interest of, or for the Contractor.
- 1.3 **Contract Compliance Monitoring:** A comprehensive evaluation conducted a minimum of once every six (6) months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently.
- 1.4 **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of Contract Compliance Monitoring, and plan for remediation of those deficiencies.
- 1.5 **Department:** The State of Florida, Department of Corrections, is referred to in this solicitation document as "the Department."
- 1.6 **Food and property package program List:** Refers to the list of food and property available for families and friends of inmates to periodically purchase for incarcerated inmates.
- 1.7 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the bidder to be responsive to this solicitation. 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 further reviewed.
- 1.8 **Master Canteen Products List:** where used herein, refers to the entire list of approved goods and merchandise sold through the canteens at Florida Department of Corrections' institutions.
- 1.9 **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 future events) 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 bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- 1.10 **Minor Irregularity:** A variation from the solicitation terms and conditions which does not affect the price proposed or give the bidder an advantage or benefit not enjoyed by the other bidders or does not adversely impact the interests of the Department.
- 1.11 **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- 1.12 **Responsive Bid:** A bid submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.13 **Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract resulting from this solicitation.

- 1.14 **Successful or Winning Bidder/Contractor:** The entity that will be performing as the Contractor under any Contract resulting from this solicitation.
- 1.15 **Vendor, Offeror and Bidder:** A legally qualified corporation, partnership or other entity submitting a bid to the Department pursuant to this solicitation.
- 1.16 **Warden:** The individual responsible for management and oversight of the day-to-day operations of the institution.

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TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITB to public, posted on VBS.	December 11, 2013	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Last day for written inquiries to be received by the Department	January 3, 2014	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	January 13, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Bids Due and Opened	January 28, 2014 @ 2:00 P.M. ET.	SUBMIT TO: Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No fax or email responses will be accepted)
Anticipated posting of Recommended Award	February 4, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida has a current total inmate population of approximately ninety eight thousand (98,000) to date. These inmates are housed in both privately-operated and state-operated facilities throughout the State including correctional institutions, annexes, work camps, work release centers, road prisons, forestry camps, and treatment centers.

Correctional Institutions are prisons with fences, razor wire or ribbon, electronic detection systems, perimeter towers with armed correctional officers and/or officers in roving perimeter vehicles. Facilities operated by the Florida Department of Corrections (hereinafter referred to as "Department" or "DC") are grouped into three (3) regions (Regions I through III, with Region I encompassing the panhandle, Region II North Florida, Region III Central Florida and South Florida. A map of each Region may be obtained by going to the following site: <http://www.dc.state.fl.us/orginfo/ci.html>, click on Institutions, then click on each Region to view the regional map.

2.2 Overview

The Department has approximately 89,000 inmates in state operated facilities. A detailed listing of these facilities can be found in Exhibit B, Facility List. The Department estimates semi-annual sales of approximately \$436,000 and semi-annual orders of approximately 5,700. These estimates are based on an average of the Department's current Contractor's food and property package program sales and order history during the first 6 months of the 2012-2013 fiscal year (July thru December). Contract sales and orders could be more or less, and are not guaranteed. It is not known how many inmates' families/friends will participate in the program. The following inmate custody levels will not be eligible for this program:

AC/SOS
Close Management I
Close Management II
Close Management III
Close Management
CM/SOS
CSU-Crisis Stabilization Unit
Disciplinary Confinement
DC/SOS
Isolation – Medical
CMHI Unit Beds
CHMI/Beds
Maximum Management
Reception/Orientation
Suicide Observation
TCU-Transitional Care Unit
CSU/TCI – Dual Usage

2.3 Statement of Purpose

The Department is requesting bids from qualified Contractors who are capable of providing a Food and Property Package Program. The Department intends to award up to three contracts as a result of this ITB.

The purpose of this program is to provide the opportunity for families and friends of the inmates of the Florida Department of Corrections (Department) to periodically purchase a food and property package for incarcerated family members or friends. The program will be provided no more than twice per calendar year (Spring/Summer & Fall/Winter). Contractors shall be responsible for order solicitation, collection of funds, and packaging and delivery of all orders to the Department's correctional facilities located throughout the State of Florida.

The Department is requesting bids from qualified bidders with at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting. The Department intends to

enter into a maximum of three Contracts for all services contemplated in this ITB to the three responsive, responsible bidders that offer the highest percentage of compensation to the Department. The Department reserves the right to reject any and all bids.

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

2.3 Pricing Methodology

The Contract(s) resulting from this ITB will be at no cost to the Department and will be revenue generating.

2.4 Term of Contract

It is anticipated that the initial term of any Contract(s) resulting from this ITB shall be for a three year period beginning upon Contract execution. At its sole discretion, the Department may renew the Contract in accordance with Form PUR 1000 #26. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department 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.

2.5 Exhibits

The Department is providing the following Exhibits to this ITB:

- EXHIBIT A – FOOD AND PROPERTY PACKAGE PROGRAM LIST
- EXHIBIT B – FACILITY LIST
- EXHIBIT C – DEPARTMENT SECURITY REQUIREMENTS FOR CONTRACTORS

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SECTION 3 – SCOPE OF SERVICES

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 successful Contractor(s) shall provide statewide Food and Property Package Program services to the Department's correctional facilities located throughout the State of Florida, as listed in Exhibit B, Facility List. The successful Contractor(s) shall provide the program via a website capable of handling credit/debit card orders and a toll-free customer service number for family/friend inquiries, to check the status of an order, and to resolve complaints. Services shall meet or exceed the minimum requirements outlined in this solicitation. The successful Contractor(s) shall provide the products listed in Exhibit A, Food Property Program List, and shall be responsible for order solicitation, collection of funds, and packaging and delivery of all orders to the Department's facilities. No deviations from the minimum service requirements shall be permitted without the prior written approval of the Department. The successful Contractor(s) shall act in good faith in the performance of all Contract provisions.

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 and the Department's security requirements for Contractors provided in Exhibit C, Department's Security Requirements. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of the Contract resulting from this ITB. 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 Contractor's staff providing services under the Contract resulting from this ITB complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.3** Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of the Contract resulting from this ITB, the updated version will take precedence.
- 3.2.4** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.
- 3.2.5** The Contractor may enter into written subcontract(s) for performance of certain of its functions under the Contract. No subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall ensure that all subcontractor agreements are approved in advance by the Department's Contract Manager and shall contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the contract resulting from this ITB.

3.2.6 The Contractor agrees to modify its service delivery, including addition or expansion of the food and property package program services in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement or consent order or change in the Department's mission. Any changes in the scope of services (with the exception of additions/deletions pursuant to Section 3.4) required to ensure continued compliance with State or Federal laws, statutes or regulations, legal settlement agreement or consent order or Department policy, will be made in accordance with Section 7.4, Contract Modifications.

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) calendar days of receipt.

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) calendar days of receipt.

3.3.2 The Contractor shall respond to Informal and Formal communications in writing, transmitted by facsimile and/or email, with follow-up by hard copy mail.

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 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) calendar days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

3.3.5 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 this section, 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) working days of receipt of the request.

3.4 Delivery Locations and Addition/Deletion of Locations and Items

3.4.1 Institutions/Facility Locations: The facilities to be included under this Contract are indicated in Exhibit B.

3.4.2 Add/Delete Institutions/Facilities/Food and Property: The Department reserves the right to add or delete institutions, facilities or the items included in the Food and Property Package Program List under the Contract

upon thirty (30) calendar days' written notice. Such additions or deletions may be accomplished by letter and do not require a contract amendment.

3.5 Contractor Responsibilities for the Food and Property Package Program

3.5.1 Placing Orders

- 3.5.1.1** Orders for food and property packages may be placed by inmate family and friends. Inmate family members or friends will place the order for the inmate by mail, fax, phone, or internet. The inmate family member or friend is also responsible for making payment with either an acceptable credit card or money order.
- 3.5.1.2** The Department will not be responsible for placing any orders or making any payments.
- 3.5.1.3** In order to enforce spending limitations, the Contractor(s) shall provide an online interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.1.4** All orders shall be filled and packed at the Contractor's secure warehouse and sealed with a pre-printed tamper evident tape.

3.5.2 Minimum/Maximum Order

- 3.5.2.1** Individual orders shall be for a minimum of \$15.00.
- 3.5.2.2** Under no circumstances shall the total order amount per inmate exceed the \$100.00 threshold, excluding applicable county sales tax and shipping/handling fee, regardless of the number of packages they receive, nor the number of Contractor that provide the packages.
- 3.5.2.3** Multiple orders may be processed per inmate
- 3.5.2.4** Inmates may receive orders from multiple Contractors

The Department reserves the right to increase/reduce spending limitations to adjust to security/institutional requirements over the course of the Contract period.

Note: The Department will provide a portal for tracking orders and ensuring thresholds have not been exceeded.

3.5.3 Product List, Pricing and Order Forms

- 3.5.3.1** The Contractor(s) shall provide all products listed on the Food and Property Package Program List, Exhibit A. This list is comprised of items included in the Department's Master Canteen Products List and complies with fair market pricing as required by Section 945.215 F.S. If these items are changed (i.e., deleted, price increase/decrease) on the Master Canteen Products List, the Food and Property Package Program List, Exhibit A, will be updated accordingly.
- 3.5.3.2** The Contractor(s) shall appropriately identify items that meet or do not meet religious or dietary restrictions. (e.g. Kosher, Vegan, or other dietary restrictions identified by the Department).
- 3.5.3.3** The successful Contractor(s) shall supply all order forms and posters necessary to cover the needs of the inmate population at each location a minimum of two (2) weeks prior to placing orders. All order forms and posters shall be submitted to the Contract Manager for prior approval.

3.5.4 Advertising, Packaging and Shipping

- 3.5.4.1** The Contractor (s) may advertise the program at Department facilities by providing brochures to be distributed to the inmate population approximately 30 days before the ordering period (see Section 3.6 for timeframes). Contractor(s) may also place posters at the Visiting Parks for inmates' relatives and friends to become aware of the program during visitation day. No orders may be taken after this time period has elapsed. Program advertisement shall be limited to brochures, posters and forms distributed to the inmate population.
- 3.5.4.2** Contract Manager's approval is required prior to distribution of any brochure, poster or form. Submission for approval will be in accordance with Section 3.6.

- 3.5.4.3 The Contractor(s) shall have no direct physical contact with the inmates at any time.
- 3.5.4.4 The Contractor(s) shall provide each institution with a numerical manifest for each shipment to each location listing the inmate's DC number, last name, first name and location for all orders included in that shipment at least 2 weeks prior to delivery. The manifest must be sorted in numerical sequence by inmate number and by location.
- 3.5.4.5 All shipments must be sealed in a clear perforated poly bag, or other container that has been approved in writing by the Contract Manager.
- 3.5.4.6 Packages must be clearly labeled with the inmate DC number, last name, first name and location.
- 3.5.4.7 Packages must contain a pick-up ticket reflecting all items contained within.

The institution will notify the Contract of any change in inmate location or eligibility status, if applicable.

3.5.5 Order Processing Requirements

- 3.5.5.1 The Contractor(s) shall process orders, enforce item restrictions, limitation of product and quantity ordered, and impose any additional restrictions requested.
- 3.5.5.2 The Contractor shall also be able to enact and enforce spending limitations, frequency of orders, and inmate status limitations. In order to enforce spending limitations, Contractor(s) shall provide an on-line interface to enter and document orders electronically via URLs that can be accessed via the Department's webpage.
- 3.5.5.3 Contractor(s) shall provide each institution an Order Summary including a list of all inmates that have had an order placed for the designated ordering period no less than 2 weeks before the delivery date. The individual institutions will verify that the inmate eligibility, location and housing assignment are valid and provide the correct information if necessary. Contractor(s) shall be responsible for correcting any shipping due to inmate reassignment prior to shipping of those orders.
- 3.5.5.4 Contractor(s) shall process all packages using a blind fill picking process. The process shall include the following:
 - a) Contractor(s) must restrict knowledge of identities of both package recipients and purchasers from staff responsible for assembling packages
 - b) Contractor(s) staff that are responsible for receiving orders, assigning order numbers and/or secure numerical identifiers for shipping security shall not be allowed to assemble packages.
- 3.5.5.5 Contractor's packaging and shipping areas must be monitored by closed circuit television (CCTV). Video tapes or other medium providing a record of activities in packaging and shipping areas must be maintained for a minimum of 30 days. All recordings must provide a date and time stamp and the ability to identify vendor staff.
- 3.5.5.6 Contractor(s) must provide name and identification information and past criminal history of all staff on demand. A current driver's license will be accepted as valid identification.
- 3.5.5.7 Contractor(s) shall allow inspections of facilities and merchandise by Department personnel without notice.

3.5.6 Shipment and Delivery of Orders

- 3.5.6.1 All orders may include a shipping and handling fee; however, this fee shall not exceed \$5.00 per order.
- 3.5.6.2 Contractor(s) shall use a common carrier and ship directly to the individual institutions.
- 3.5.6.3 Each shipment shall be presorted so that orders are shipped per one (1) housing location only. Multiple shipments may be made for a specific housing location, but should be clearly sorted by housing assignments. In the event a housing assignment has very few orders (5 or less), a single shipment may be used for multiple housing locations but orders must be labeled and organized in a manner that makes the housing location destination easily identified.
- 3.5.6.4 Delivery is to be coordinated with each facility and should be shipped all at one time unless the facility has requested otherwise.
- 3.5.6.5 The Contractor(s) is responsible for contacting each facility and coordinating the shipment with the appropriate personnel.

- 3.5.6.6** Delivery shall be made at no cost to the Department. In the event the inmate has been reassigned to another institution, the Contractor will be responsible for reshipping the package to the correct location.
- 3.5.6.7** All orders will be delivered and inventoried within the presence of the institution designated employee(s).
- 3.5.6.8** Without exceptions, inmates will review the contents of their order and sign the pick-up ticket before leaving the distribution area.
- 3.5.6.9** Contractor(s) shall provide 2-part carbonless forms for the inmates use in the event that there is a shortage and/or damaged merchandise is received. The inmate will complete the form and the designated Department staff member will verify the discrepancy and initial the form. The Department staff member will keep the original form and forward to the Contractor(s). The copy will be provided to the inmate.
- 3.5.6.10** The Contractor(s) will provide the institution a self-addressed, stamped envelope for mailing discrepancies and/or complaints.
- 3.5.6.11** Contractor(s) must ship damaged or replacement merchandise within 72 hours of notification, at the Contractor's expense.

3.5.7 Customer Service

The Contractor(s) shall establish a toll free number to answer customer questions and to track the orders from inmates' family and friends. The toll free number should be placed on all forms, posters, brochures, and online websites the Contractor maintains in support of this program.

3.6 Timeline of Tasks and Ordering Schedule

The Contractor shall have the capability to commence implementation of services no later than the 2014 Spring/Summer season.

The ordering schedule/timeline for the first year of the Contract will be as follows, with subsequent years following closely to the same timeline. Each year's ordering schedule will be provided to the Contractor by the Contract Manager or designee:

Spring/Summer Ordering Period	
April 21, 2014	Approval of Product List and Program advertisement literature by the Department
May 5, 2014	Solicitation of Orders
June 2, 2014	Numerical Manifest by institution to check location of inmates
June 16-20, 2014	Delivery Period
July 23-27, 2014	Re-route of orders due to last minute transfers
July 7, 2014	Refunds to families/friends if applicable
July 21, 2014	Commission check due to the Department
Fall/Winter Ordering Period	
October 6, 2014	Approval of Product List and Solicitation literature by the Department
October 20, 2014	Solicitation of Orders
November 17, 2014	Numerical Manifest by institution to check location of inmates
December 1-5, 2014	Delivery Period
December 8-12, 2014	Re-route of orders due to last minute transfers
December 22, 2014	Refunds to families/friends, if applicable
January 5, 2015	Commission check due to the Department

3.7 Contractor's Staff Requirements

3.7.1 General Administrative Requirements

The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.

- 3.7.1.1 The Contractor or Contractor's staff shall comply with the Department's security guidelines (Exhibit C) on institutional and facility security policies. Violations of these rules could result in termination of the Contract. The Contractor shall contact, within ten (10) calendar days of execution of any contract which may result from this ITB, the institution(s) or facility(ies), within each region for which the Contract was awarded, to obtain a copy of any specific institutional or facility rules.
- 3.7.1.2 The Contractor shall NOT provide individuals possessing "temporary work visas" to fill positions under this scope of services.
- 3.7.1.3 All contractor/subcontractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.
- 3.7.1.4 Contractor staff shall be subject to searches of their person or their vehicle or searches of equipment and/or products at any time. The Contractor must permit inspection of their vehicles and search of contract employees and representatives, and their personal possessions before being admitted or leaving state property. Violation of Department of Corrections' Rule 33.602.203 Control of Contraband, Florida Administrative Code, and as defined in Section 944.47, Florida Statutes, is a felony and is punishable as provided by same.
- 3.7.1.5 Security procedures at any correctional institution or facility are stringent and necessary. This includes security screening when entering and exiting the institution or facility and may include a thorough inventory of tools and materials. The Contractor shall provide the institutional staff with a tool inventory sheet upon signing-in. No additional compensation will be made for time involved in adhering to security requirements.

3.7.2 Contractor Key Staff Administrative Positions and Responsibilities

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

- 3.7.2.1 **Chief Executive Officer (or equivalent title)** - The Chief Executive Officer is the highest-ranking officer in the Contractor's company or organization. The CEO should have a minimum of two (2) years experience as CEO or comparable position.
- 3.7.2.2 **Administrative Project Manager for Food and Property Package Program Operation Services (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years experience within the last five (5) years at a management level, providing direct administrative oversight of food and property package program services or services similar to the services outlined herein.

3.7.3 Staff Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, 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, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

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

- 3.7.3.1 The Contractor's staff shall not display favoritism to, or preferential treatment of, one inmate or group of inmates over another.

- 3.7.3.2** The Contractor's staff shall not deal with any inmate except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 3.7.3.3** The Contractor's staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 3.7.3.4** The Contractor's staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 3.7.3.5** 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.
- 3.7.3.6** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of this Contract.
- 3.7.3.7** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3.7.4 Staff Background/Criminal Records Checks

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

- 3.7.4.3** The Contractor shall obtain a Level II background screening (which includes fingerprinting to be submitted to the Federal Bureau of Investigation (FBI)), and results must be submitted to the Department prior to any current or new Contractor-staff being hired or assigned to work under the Contract. The Contractor shall bear all costs associated with this background screening.
- 3.7.4.4** No person who has been barred from any Department institution or other facility shall provide services under this Contract.
- 3.7.4.5** 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. The objective of this provision is to ensure that no employee of the Contractor, under any such legal constraint, has contact with or access to any records of Department of Corrections' inmates sentenced to sites included under this Contract.
- 3.7.4.6** The Contractor shall disclose any business or personal relationship a Contractor staff person, officer, agent or potential hiree may have with anyone presently incarcerated or under the supervision of the Department.
- 3.7.4.7** The Contractor shall immediately report any new arrest, criminal charges or convictions of a current employee under this Contract.
- 3.7.4.8** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.7.5 Utilization of E-Verify

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

3.7.6 TB Screening/Testing

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

3.8 General Reporting Requirements

The Contractor shall provide the following general reports to the Department, as delineated below in an approved format approved by the Contract Manager or designee.

3.8.1 Reports

3.8.1.1 Numerical Shipment Manifest – To be provided by the Contractor, at least two (2) weeks before delivery, as required in Section 3.5.4.4.

3.8.1.2 Order Summary - The Contractor shall provide an Order Summary to each institution at least two (2) weeks before delivery, as required in Section 3.5.5.4.

3.8.1.3 Commission Rate Report - Contractor(s) shall provide a commission report, in an excel format, to the Department's Contract Manager within 30 days after the end of the delivery period of food and property packages, and with commission payments. The report shall provide the following information in separate columns:

- Inmate DC#
- Inmate Last Name
- Inmate First Name
- Middle Initial
- Facility Location
- First name of friend/family member placing the order
- Last name of friend/family member placing the order
- Street Address
- City
- County
- State
- Zip
- Order #
- Date order was placed
- Date order was shipped
- Date order was delivered
- Order Amount
- Refund Amount
- Sales Tax
- Shipping and Handling Fee
- Total Commission Due

3.9 Performance Measures

The Department desires to contract with a provider(s) 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:

3.9.1 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 outcomes and standards shall be measured semi-annually.

3.9.1.1 Timely Delivery

Outcome: All food and product orders will be delivered within the approved delivery schedule as listed in Section 3.6 for each facility.

Measure: The timely delivery rate will be calculated by dividing the number of deliveries received during the approved delivery schedule by the total number of deliveries received. Late deliveries caused by circumstances beyond the control of the contractor (i.e. Lockdowns, etc.) may be excluded from both the numerator and the denominator of this equation. The determination of the excusable delay will be at the sole discretion of the contract manager.

Standard: Achievement of outcome must meet or exceed ninety-five percent (95%) of deliveries at each institution/facilities.

3.9.1.2 Fill Rate

Outcome: All orders are expected to be filled with one hundred percent (100%) of all items on package orders being delivered at each facility.

Measure: The fill rate will be calculated by dividing the number of packages received that were 100% filled and correct at each facility during the approved delivery schedule by the number of packages ordered for the facility.

Standard: The Contractor shall maintain a fill-rate per facility of ninety five percent (95%) or better.

The Contractor acknowledges and agrees that its performance under the resulting Contract shall meet the standards set forth above.

3.9.2 Other Contract Requirements

Measure: The Department will monitor the Contractor's performance on a semi-annual basis to ensure maximum compliance with other contract requirements including, but not limited to, the following:

3.9.2.1 Terms and Conditions of the Contract not involving delivery of services listed above.

3.9.2.2 Accuracy, thoroughness, and timely submission of commission and supporting documentation/reports as outlined in Section 3.8; and

3.9.2.3 Compliance with the Department-approved product list and Contractor's advertisement literature.

Standard: The Contractor shall achieve 100% compliance with all requirements after the time frames allowed for corrective action on identified deficiencies.

3.10 Monitoring Methodology

The Department's Contract Manager or designee for contract monitoring will monitor the Contractor's performance and service delivery on a semi-annual basis to determine if the Contractor has achieved the required level of performance outlined in section 3.9.

If the Department determines that the Contractor has failed a Performance Outcome and Standard or Other Contract Requirement, the Contractor will be sent a copy of the monitoring report notating the deficiency. Within ten (10) business days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP)

in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager or designee for contract monitoring may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP. **NOTE: Approval of the Contractor's corrective action plan does not negate the fact that liquidated damages will be imposed in accordance with section 3.11.**

3.11 Liquidated Damages (General)

By executing a Contract that results from this ITB, 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 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, money order, or company check to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due.

3.11.1 Liquidated Damages For Failure to meet Performance Outcomes and Standards

The Contractor hereby acknowledges and agrees that its performance under the Contract must meet the Performance Outcomes and Standards set forth in Section 3.9.1. If the Contractor fails to meet any Performance Outcome and Standard, the Department will impose Liquidated Damages as indicated below:

- 3.11.1.1** For failure to comply with section 3.9.1.1, the Department will impose two hundred and fifty dollars (\$250.00) for each day the delivery is late for each institution that is below the performance standard.
- 3.11.1.2** For failure to comply with section 3.9.1.2, the Department will impose two hundred and fifty dollars (\$250.00) where the Contractor fails to deliver all items on packages ordered for each institution that is below this performance standard.
- 3.11.1.3** For failure to comply with section 3.9.2.1, the Department will impose two hundred and fifty dollars (\$250.00) for each instance that is below this performance standard.
- 3.11.1.4** For failure to comply with section 3.9.2.2, the Department will impose five hundred dollars (\$500.00) for each instance that is below this performance standard.
- 3.11.1.5** For failure to comply with section 3.9.2.3, the Department will impose five hundred dollars (\$500.00) for each instance that is below this performance standard.

3.12 Deliverables

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

- 3.12.1** Timely submission of commission payments;
- 3.12.2** Food and property orders delivered as ordered; and
- 3.12.3** Food and property orders delivered timely (within the approved schedule).

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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
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Fax: (850) 488-7189
E-mail: wright.kelly@mail.dc.state.fl.us

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

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline (Section 2.8). Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline.

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

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

4.2 Procurement Rules

4.2.1 Submission of Bids

Each bid response shall be prepared simply and economically, providing a straightforward, concise delineation of the Bidder's capabilities to satisfy the requirements of this ITB. Elaborate bindings, colored displays, and promotional material are 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 Section 5, Bid Submission Requirements.

Bids are due at the time and date specified in the Timeline provided on page 7 of this ITB at the Department of Corrections. Late bid will not be accepted nor considered. No Department staff will be held responsible for the inadvertent opening of a bid response not properly sealed, addressed or identified.

4.2.2 Bid Opening

Bids are due and will be publicly opened at the time and date specified in the Timeline provided on page 7 of this ITB. The name of all Bidders submitting bids will be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.2.3 Costs of Preparing Bids

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

4.2.4 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, information submitted in response to this ITB will become a matter of public record as indicated in Section 119.071(1)(b)3, Florida Statutes.

4.2.5 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 Timeline provided on page 7 of this ITB. Any submitted bid shall remain a valid bid for three hundred and sixty five (365) days after the bid submission date.

4.2.6 Rejection of Bids

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

4.2.7 Bidder's Conference/Site Visits

There will be no Bidder's Conference or Site Visit(s)

4.2.8 Bid Inquiries

4.2.8.1 Any inquiries 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 Timeline provided on page 7 of this ITB. **E-mail inquiries are preferred.** It is the responsibility of the Bidder to confirm receipt of inquiries.

4.2.8.2 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 requirements be changed. The Bidder who requests changes to the Department's requirements must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this ITB must be received by the Department no later than the date shown for written inquires in the Timeline provided on page 7 of this ITB. A Bidder's failure to request changes by the date described above shall be considered to constitute Bidder's acceptance of Department's requirements. The Department shall determine what changes to this ITB would be acceptable to the Department. If required, the Department will issue an addendum reflecting the acceptable changes to this ITB, which shall be posted on VBS, in order that all Bidders shall be given the opportunity of proposing to the same requirements.

4.2.9 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Florida Vendor Bid System at

http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this procurement.

4.2.10 Price/Cost Discussions

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

4.2.11 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.

4.2.12 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.

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

4.2.13 State Licensing Requirements

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

4.2.14 MyFloridaMarketPlace Vendor Registration

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

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFloridaMarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Drive, Suite 300, Tallahassee, Florida 32399.

4.2.15 Unauthorized Employment of Alien Workers

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

4.2.16 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the 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 Bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Bidder shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.2.17 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.

4.2.18 Scrutinized Companies List

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

In executing a contract resulting from this ITB and any subsequent renewals, the Contractor certifies that it is not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, created pursuant to Section 215.473, Florida Statutes. Pursuant to Section 287.135(5), F.S., the Contractor agrees the Department may immediately terminate this contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List during the term of the contract. Additionally, the submission of a false certification may subject company to civil penalties, attorney's fees, and/or costs.

4.3 Posting of Notice of Agency Decision

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

The Notice of Agency Decision will be posted on or about the date shown in the Timeline provided on page 7 of this ITB 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 http://vbs.dms.state.fl.us/vbs/main_menu.

4.4 Filing of Notices of Intent to Protest or Formal Protests

Pursuant to Section 120.57(3), Florida Statutes and PUR 1001 #20, a Notice of Protest or Formal Written Protest shall be filed with the Clerk of the Agency, located at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, (telephone 850-717-3605). Protest related documents may be hand-delivered to the Clerk of the Agency by entering the Calhoun Street entrance and asking the person at the Security Desk to call the agency clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received at the Carlton building address. To the extent anything in this section conflicts with PUR 1001, this section controls. Failure to file a protest within the time prescribed in Section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Pursuant to Section 287.042(2)(c), Florida Statutes, a formal written protest must be accompanied by a bond written by a Surety Company licensed to do business in the State of Florida payable to the Department of Corrections in an amount equal to one percent (1%) of the estimated total value of the proposed contract amount submitted by the protestor. The amount of the bond will be provided by the Department's Office of General Counsel/Contracts Section and can be obtained by contacting the appropriate staff at (telephone number 850-717-3605, facsimile number 850-922-4355). In lieu of a bond, the Department may accept a cashier's check, official bank check, or money order in the amount of the bond.

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SECTION 5 – BID SUBMISSION REQUIREMENTS

Bid Format

The Bidder shall supply one (1) signed original, and three (3) copies of the Bid, and should submit one (1) electronic copy, in pdf format on a CD. If Bidder submits a redacted copy of the bid as outlined in Section 4.2.16, then the Bidder shall also submit one (1) electronic copy of their redacted Bid in pdf format, on CD. The submitted CDs shall not be “password protected”. The Bid shall be submitted in sealed envelopes or boxes and clearly marked “DC-ITB-13-016 Food and Property Package Program Services”, (and also “Redacted” for the redacted copies), and should also be marked with the opening date and time.

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 should be placed within the relevant section. Additional tabs beyond those designated in this section will not be reviewed. 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, Certification Attestation Page for Mandatory Statements”), 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.

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.** Note: Copies of rejected bids will be retained in the ITB file.

- 5.1.1** It is **mandatory** that a responsive bid is received by the Department by the date and time specified in Section the Timeline provided on page 7 of this ITB.
- 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**).
- 5.1.3** It is **mandatory** that the bidder complete, sign, and return, under **Tab 7**, the “Price Information Sheet” (**ATTACHMENT 4**).

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 Services, of the ITB. The synopsis should contain sufficient detail addressing all elements of the required service delivery and should be prepared in such a manner that will clearly indicate the 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 should be inserted under **Tab 2** of the Bid. The Transmittal Letter with Executive Summary should 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** Information indicating whether the bidder intends to utilize subcontractors and if so, that the bidder agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID

number of all subcontractors that will be utilized. (This information should be submitted with the bid document). Use of subcontractors shall be in accordance with Section 7.16.)

- 5.2.3 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.
- 5.2.4 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.
- 5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the 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.
- 5.2.6 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.
- 5.2.7 The bidder's email address or a statement certifying that an email address will be available for the Contractor's Representative by the start date of any Contract resulting from this ITB.
- 5.2.8 The bidder shall provide an Information Security Plan detailing the bidder's plan for safeguarding information, data computers, computer system and other critical information/data.
- 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 should identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

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

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

The 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**:

5.3.2 **Business/Corporate Background**

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

- 5.3.2.1 date established;
- 5.3.2.2 primary type of business and number of years conducting primary business;
- 5.3.2.3 ownership (public company, partnership, subsidiary, etc.);
- 5.3.2.4 list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable; and

5.3.2.5 national accreditations, memberships in professional associations or other similar credentials.

5.3.3 Narrative of Past Experience

As indicated in the Certification Attestation Page for Mandatory Requirements, Attachment 1, it is a mandatory responsiveness requirement that the bidder has five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two (2) years shall have been in a correctional or other security/law enforcement setting. Details of the bidder's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.3.1 relevant experience providing food and property package program services or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services.
- 5.3.3.2 proof of issuance of any current required license, permit, or registration for the bidding entity;
- 5.3.3.3 description of population to whom services have been provided, including number of service recipients and demographics;
- 5.3.3.4 availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;
- 5.3.3.5 a list of at least 10 – 15 contracts related to the scope of services should be listed. This list should include names of the entity contracted with, addresses, phone numbers, email addresses, name of contract Manager(s) or senior official responsible for the Contract;
- 5.3.3.6 a list of contracts the bidder has provided services under that were **terminated or cancelled** prior to original expiration date by any party or for which bidder requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the bidder should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;
- 5.3.3.7 summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Bidder should identify the amount of any payments or fines imposed in regard to any of the foregoing).

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

5.3.4 Business/Corporate References

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

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

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

5.4 Tab 4. Project Staff

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

5.4.1 Business/Corporate Key Project Personnel Staff Requirements

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

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

5.4.1.1 Resumes

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

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

5.4.1.1.2 Administrative Project Manager for Food and Property Package Program Services (or equivalent title) - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years experience within the last five (5) years at a management level, providing direct administrative oversight of a food and property package program or services similar in nature.

5.5 Tab 5. Addendum Acknowledgment Form

The bidder should complete and insert each Addendum Acknowledgment Form received, if applicable, and insert it under **Tab 5** of the Bid.

5.6 Tab 6. Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the bidder should provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 6** of the Bid.

5.7 Tab 7. Price Information Sheet

5.7.1 Price Sheet 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 utilizing the form provided as **ATTACHMENT 4** of this ITB. Any modifications, counter offers, deviations, or challenges shall render the bid non-responsive. By submitting an offer or under this ITB, each bidder warrants its agreement to the Commission Rate percentage submitted.

The completed price sheet shall identify the name of the bidder's organization, and shall bear the signature of a representative authorized to bind the bidder to the Commission Rate percentage submitted. The bidder shall insert the completed Price Information Sheet under **Tab 7** of the Bid.

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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. Awards may be made up to three responsive, responsible bidders that submit the highest Commission Rate percentage (to be paid to the Department). 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.

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, FA.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 response to this ITB, the Bidder is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a Contract is established between the Department and the Contractor for specific services, this ITB, and the Bidder's 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 Termination

7.2.1 Termination at Will

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

7.2.2 Termination Because of Lack of Funds

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

7.2.3 Termination for Cause

If a breach of the Contract resulting from this 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), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.2.4 Termination for Unauthorized Employment

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

7.2.5 Effect of Termination

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

7.3 Payments and Invoices

7.3.1 Commission Payments to the Department

Regardless of the amount of gross sales, the Contractor will compensate the Department at the Commission Rate percentage bid and awarded based on gross sales during the ordering period, less applicable sales tax,

shipping/handling fees and refunds. Payment shall be made within thirty (30) days after the end of the delivery period of the food and property packages.

Payments shall be submitted with the Commission Report as described in Section 3.8.1.3.

7.3.2 MyFloridaMarketPlace Transaction Fee

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

7.3.3 Contractor Payment Submission

Contractor agrees to submit payment within thirty (30) days after the end of the delivery period of the food and property packages. Payment shall be due and tendered to the Department by Electronic Funds Transfer (EFT) to a specified Department account.

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

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

7.3.4 Electronic Transfer of Funds

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

7.3.5 Vendor Substitute W-9

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

7.3.6 Travel Expenses

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

7.3.7 Contractor's Expenses

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

7.4 Contract Modifications

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

7.4.1 Department Required Scope Changes

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

7.4.2 Other Requested Changes

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

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

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

7.5 Contract Management

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

7.5.1 Department's Contract Manager

The Contract Manager for the Contract will be:

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

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

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

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

- a. verify receipt of deliverables from the Contractor;
- b. review and verify payments from the Contractor are up-to-date and accurate;
- c. monitor the Contractor's performance; and
- d. will e-mail the Contract Manager any documentation required relating to the service.

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

7.5.2 Department's Contract Administrator

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

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

7.5.3 Contractor's Representative

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

7.5.4 Contract Management Changes

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

7.6 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.

7.7 Records

7.7.1 Public Records Law

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

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

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

7.7.2 Audit Records

The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this 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.

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

7.7.3 Retention of Records

The Contractor agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this ITB for a period of seven (7) fiscal years following the termination of the Contract. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this 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. All documents must be retained by the Contractor at the address listed in the ITB for the duration of the Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of seven (7) fiscal years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of seven (7) fiscal years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period, and make the data available in a Department approved format. The Contractor shall advise the Department of the location of all records pertaining to this Contract and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.8 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 Contract Management and Monitoring, Department of Corrections, 501 South Calhoun Street, 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.)

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

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

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

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

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

7.8.2 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.

7.8.3 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.

7.8.4 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.

7.9 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.

7.10 Employment of Department Personnel

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

7.11 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.

7.12 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.

7.13 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 hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention,

process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

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

7.14 Disputes

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

7.15 Subcontracts

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

If a subcontractor is utilized by the Contractor, the Contractor shall pay the subcontractor in accordance with Section 287.0585, Florida Statutes. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Contractor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITB. Failure by the Contractor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

7.16 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.

7.18 Force Majeure

Neither party shall be liable for loss or damage suffered as a result of any delay or failure in performance under the Contract resulting from this 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.

7.19 Substitution of Key Personnel

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

7.20 Severability

The invalidity or unenforceability of any particular provision of the Contract resulting from this 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.

7.21 Use of Funds for Lobbying Prohibited

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

7.22 Governing Law and Venue

The Contract resulting from this 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.

7.23 No Third Party Beneficiaries

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

7.24 Reservation of Rights

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

7.25 Cooperative Purchasing

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

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

7.26 Contractor's Insurance

The Contractor shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Contractor and the Department under the Contract resulting from this ITB. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to the Contract. 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.

7.27 Prison Rape Elimination Act (PREA)

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

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MANDATORY FORM
ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC ITB-13-016

1. **Business/Corporate Experience**
This is to certify that the bidder has at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting.
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 Services 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, it's 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 _____ 20__.

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 _____ 20__.

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

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT 2 – BUSINESS CORPORATE REFERENCE FORM
DC ITB-13-016**

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

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

4.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Name of Bidder's Organization

Signature of Authorized Representative and
Date

Print Name

ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE
DC ITB-13-016

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

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 vendor provide food and property package program services or other type of similar services?

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

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

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

5. Can you identify the total number of years that this entity has provided food and property package program services or similar 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?

**MANDATORY FORM
ATTACHMENT 4 - PRICE INFORMATION SHEET
DC ITB-13-016
FOOD AND PROPERTY PACKAGE PROGRAM SERVICES**

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

Commission Rate	_____ %
------------------------	----------------

Name of Bidder's Organization

Signature of Authorized Representative

Print Name

Date



Florida Department of Corrections
Bureau of Procurement & Supply
Attn: Kelly S. Wright, CPPB, Procurement Manager
501 South Calhoun Street
Tallahassee, Florida 32399-2500



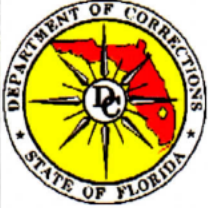
Response to DC-ITB-13-016
Food and Property Package Program-Services
for the
Florida Department of Corrections



ITB Released: December 11th, 2013
Bids Due: July 24th, 2014 2:00 p.m. EST



2301 E. PACIFICA PLACE, PO BOX 7006, RANCHO DOMINGUEZ, CA 90220
(310) 603-8899 FAX: (310) 603-8866



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page 1 of 46 pages

SUBMIT BIDS TO:

Kelly S. Wright, CPPB, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

AGENCY RELEASE DATE:

December 11, 2013

SOLICITATION TITLE:

FOOD AND PROPERTY PACKAGE PROGRAM SERVICES

SOLICITATION NO:

DC ITB-13-016

BIDS WILL BE OPENED:

January 28, 2014, at 2:00 p.m., E.T.

and remain valid for 365 days after such date and time.

VENDOR NAME:

Union Supply Group, Inc.

VENDOR MAILING ADDRESS:

2301 East Pacifica Place

CITY - STATE - ZIP:

Rancho Dominguez, CA 90224

PHONE NUMBER:

(310) 604-4642

FREE NUMBER:

(888) 308-6466

FAX NUMBER:

(310) 603-1314

EMAIL ADDRESS:

LDHay@unionsupplygroup.com

FEID NO.:

[REDACTED]

[Handwritten Signature: L.D. Hay]

*AUTHORIZED SIGNATURE (MANUAL)

L.D. Hay, Executive VP

*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 materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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 and any resulting contract or purchase order.

PRIMARY CONTACT:

NAME, TITLE: Ashley Lear, Regional Program Director

ADDRESS: 3321 Toy Road Groveport, OH 43125

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

SECONDARY CONTACT:

NAME, TITLE: L.D. Hay, Executive VP

ADDRESS: 2301 East Pacifica Place

PHONE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Respondents, Form PUR 1001 (10/06), 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 ITB document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

 **Union Supply Direct**

Bid DC-ITB-13-016 for

**Food and Property Package Program Services
For the Florida Department of Corrections**



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MANDATORY FORM
ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC ITB-13-016

1. **Business/Corporate Experience**
This is to certify that the bidder has at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting.
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 Services 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, it's 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 16th day of July 2014

Name of Organization: Union Supply Group, Inc. d/b/a/ Union Supply Direct

Signed by: L.D. Hay 

Title: Executive Vice President

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 _____ 20__.

Personally Known OR Produced Identification Type of Identification Produced _____

Notary Public: _____

My Commission Expires: SEE ATTACHED CERTIFICATE

CALIFORNIA JURAT WITH AFFIANT STATEMENT

- See Attached Document (Notary to cross out lines 1-6 below)
 See Statement Below (Lines 1-5 to be completed only by document signer[s], *not* Notary)

1 _____
2 _____
3 _____
4 _____
5 _____
6 _____

Signature of Document Signer No. 1

Signature of Document Signer No. 2 (if any)

State of California

County of Los Angeles

Subscribed and sworn to ~~(or affirmed)~~ before me

on this 16th day of July, 2014,
by _____
Date Month Year

(1) L.D. Hay _____
Name of Signer

proved to me on the basis of satisfactory evidence to be the person who appeared before me (.) ~~(X)~~

(and)

(2) _____
Name of Signer

~~proved to me on the basis of satisfactory evidence to be the person who appeared before me.)~~



Place Notary Seal and/or Stamp Above

Signature Lindsey Gardner _____
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Further Description of Any Attached Document

Title or Type of Document: Attachment 1 - Certification Page

Document Date: N/A Number of Pages: 47

Signer(s) Other Than Named Above: N/A

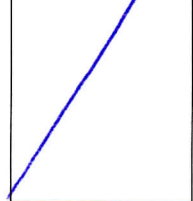
RIGHT THUMBPRINT OF SIGNER #1

Top of thumb here



RIGHT THUMBPRINT OF SIGNER #2

Top of thumb here



The attached document bears the same seal

(ln)



Florida Department of Corrections
Attn: Kelly S. Wright
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

Transmittal Letter

July 22nd, 2014

Re: DC-ITB-13-016 Food and Property Package Program Services for the Florida DOC

Dear Ms. Wright:

Union Supply Group is pleased to present our bid to provide Food and Property Package Program Services for the Florida DOC. We have carefully reviewed the ITB and are confident that our operational and delivery plan, our service team and our proposed menu will fully meet the requirements of the ITB's Scope of Work.

We have included with our bid a menu and pricing proposal structured exactly as instructed by the state throughout this process. We will be glad to respond to any additional requests or requirements that the state may have; and we are willing to negotiate prices, commissions, menu contents and other details with the state either prior to or subsequent to contract award.

Union Supply has closely reviewed every requirement of the State's ITB and Amendments /Addenda and we propose to meet the State's requirements without exception or deviation.

All services will be performed at no cost to the Department and on a schedule mutually agreed with the department. This includes all order-taking, payment-processing, advertising, and printing. Orders will only be taken for authorized inmates and Union Supply will work with the Department and with any other selected vendor(s) to establish a file-sharing plan to ensure that all orders comply with the Department's limitations and requirements. Union Supply can even develop a file-exchange protocol and format on behalf of the Department that is acceptable to any other selected vendors and will host an sftp site for other vendors if the Department's IT staff do not have time to monitor and support this site. Union Supply tracks every order, adjustment, shipment, payment and return in a national database and will provide reports to the FDOC in any format, containing any information that the Department specifies. This will include, at a minimum, the Numerical Shipment Manifests, Order Summaries, and Commission Reports described in the ITB.

Union Supply has more than 700,000 ft² of warehouse space across the country and more than 100,000 ft² in our Jacksonville distribution center which is within one-day's driving time of every single FDOC facility. Our operations team in Jacksonville is led by experts with nearly 20



CORPORATE HEADQUARTERS

2301 East Pacifica Place
PO Box 7006
Rancho Dominguez, CA 90224
Main: 310.603.8899
Fax: 310.603.1314
www.unionsupplygroup.com



years' experience just serving correctional agency clients, and our service and support team in the Jacksonville office will provide on-call, round-the-clock support for every FDOC facility and officer. Union Supply is uniquely prepared, resourced and ready to fill orders at a better than 95% fill-rate and to ensure timely delivery for the FDOC on schedule exactly as specified.

All Union Supply personnel who perform services for the state under the proposed contract will pass background checks, drug tests, TB screening and will comply with all FDOC operating procedures, guidelines and security guidelines including those listed in Exhibit C of the ITB and with all institutional and security policies. No staff on temporary work visas will be employed to work on the FDOC program at any of our locations at any time. All merchandise and pricing will be at the discretion and with the approval of the Department of Corrections We will establish reporting and escalation procedures with the state upon contract award

We have also included our Information Security Plan (confidential) on the following pages as required in 5.2.8 of the ITB.

Union Supply Group, Inc. is a C Corporation incorporated [REDACTED] in California with a service office and distribution center in Jacksonville, Florida. Union Supply Direct, our package program division is a registered d/b/a of Union Supply Group. We are in good standing with both the California and Florida Secretaries of State and intend to fulfill this contract without requiring the services of any subcontractor(s). Use of any subcontractors throughout the term of this contract will be in accordance with Section 7.16 of the State's ITB.

By signing below I hereby certify that no Union Supply Group or Union Supply Group affiliate employee, director, owner, agent or beneficiary is also an employee of the State of Florida.

I further certify that Union Supply Group has no interest and shall not acquire any interest that shall conflict in any manner or degree with our performance of the services described in this bid or any resulting contract.

Per ITB requirement 5.2.9, Union Supply has not been the subject of any warning letters, disciplinary actions, complaints, or investigations by any Federal or State agency in the last five years. Nor has any Union Supply Group officers, directors, executives, affiliates, subsidiaries or d/b/a ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or relating to any Federal, State of municipal contract. We have absolutely no consents, payments or convictions to disclose as described in ITB part 5.2.9. Union Supply has never been debarred or in any was censured by any regulatory or government agency.



CORPORATE HEADQUARTERS
2301 East Pacifica Place
PO Box 7006
Rancho Dominguez, CA 90224
Main: 310.603.8899
Fax: 310.603.1314
www.unionsupplygroup.com



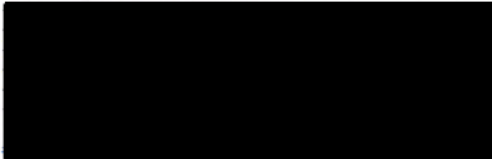
The following individual is authorized to negotiate and contractually bind Union Supply for all matters related to this bid.

LD Hay, Executive Vice-President



Upon contract award Ashley Lear will be Union Supply Direct's Contract Representative for the State of Florida and will manage the implementation of the requested services including the delivery schedules (to be agreed with the representatives of the various facilities); and all other processes and procedures described in the State's ITB.

Ashley Lear, Director of Inmate Programs- Eastern Region
3321 Toy Road
Groveport, OH 43125

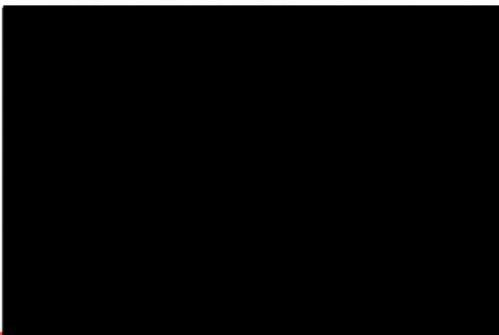


Please don't hesitate to contact us directly at any time for more information or to request samples of any merchandise. We look forward to working with the State of Florida and the Department of Corrections.

Sincerely,

A handwritten signature in blue ink that reads 'L.D. Hay' with a long horizontal flourish extending to the right.

L.D. Hay, Executive Vice President
Union Supply Group



CORPORATE HEADQUARTERS

2301 East Pacifica Place
PO Box 7006
Rancho Dominguez, CA 90224
Main: 310.603.8899
Fax: 310.603.1314
www.unionsupplygroup.com

[Redacted]

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3. Union Supply Experience & Qualifications

5.3 Tab 3. Business/Corporate Qualifications

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

The 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**:


 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply Group's team devoted to package programs, Union Supply Direct, has more than a decade of experience providing customized package programs for dozens of agencies like the FDOC. Union Supply Direct currently delivers corrections-safe packages to inmates of the California Department of Rehabilitation & Correction, the NYDOC and the Ohio Department of Rehabilitation and Correction; which are the largest DOCs running packages programs. We provide database integrations, customized management software; a bi-lingual call-center, always on-call program managers, and a dedicated facility officer hotline for our client agencies to ensure that every specification and protocol they define is precisely met.

5.3.2 Business/Corporate Background

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

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



 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply Group was founded June 1st, 1991 and has been exclusively focused on providing commissary merchandise and services to correctional agencies for more than 23 years. Union Supply Group, Inc. is a privately owned S Corporation incorporated in California, with a regional office and distribution center in Jacksonville Florida. Union Supply Group is in good standing with both the California and Florida Secretaries of State. Union Supply Direct is a registered d/b/a of Union Supply Group, Inc.



Union Supply is led by a team with decades of experience as correctional agency Administrators and Program Managers, Wardens, and top executives of specialized industry vendors. Union Supply Group is exclusively dedicated to serving the correctional industry and has grown from a single truck to a nationwide industry leader by emphasizing security and pricing across our entire range of products and packaging.

Union Supply remains exclusively dedicated to the correctional industry and is proud to have been a trusted collaborator and service provider to our partners for more than 20 years. Our commitment includes long-time sponsorship and participation in the American Correctional Association (ACA), American Jail Association (AJA), Southern States Correctional Association, Florida Sheriff's Association, Florida Crime Delinquency Council, Correctional Peace Officers Foundation, Association of Women Executives in Corrections, National Correctional Industry Association, National Sheriffs Association and nearly 50 other state and regional correctional and law enforcement associations across the country.


- ◆ American Correctional Association (ACA)
- ◆ American Jail Association (AJA)
- ◆ Association of Women Executives in Corrections (AWEC)
- ◆ Correctional Peace Officers Foundation (CPOF)
- ◆ National Correctional Industry Association (NCIA)
- ◆ National Organization of Hispanics in Criminal Justice (NOHCJ)
- ◆ National Sheriffs' Association® (NSA)
- ◆ Michigan Sheriffs' Association
- ◆ Mid-Atlantic States Correctional Association
- ◆ Minnesota Corrections Association
- ◆ Minnesota Sheriffs' Association
- ◆ Missouri Deputy Sheriffs' Association
- ◆ Missouri Sheriffs' Association
- ◆ New York State Sheriffs' Association
- ◆ North Carolina Correctional Association
- ◆ North Carolina Jail Administrators' Association
- ◆ Ohio Correctional and Court Services



- ◆ Southern States Correctional Association (SSCA)
- ◆ Arkansas Association of Correctional Employees Trust (AACET) (“Big Boss” level sponsor of Ball & Chain fundraiser)
- ◆ California State Sheriffs' Association
- ◆ Colorado Criminal Justice Association
- ◆ Florida Council Crime Delinquency
- ◆ Florida Sheriffs' Association
- ◆ Georgia Jail Association
- ◆ Georgia Sheriffs' Association
- ◆ Idaho Juvenile Justice Association
- ◆ Illinois Sheriffs' Association
- ◆ Indiana Sheriffs' Association
- ◆ Iowa Corrections Association
- ◆ Iowa State Sheriffs' and Deputies' Association
- ◆ Kentucky Jailers' Association
- ◆ Louisiana Sheriffs' Association
- ◆ Maine Sheriffs' Association
- ◆ Maryland Correction Administrators' Association
- ◆ Association
- ◆ Oklahoma Sheriffs' Association
- ◆ Oregon State Sheriffs' Association
- ◆ Pennsylvania Sheriffs' Association
- ◆ South Carolina Correctional Association
- ◆ South Carolina Sheriffs' Association
- ◆ Southern States Correctional Association
- ◆ Texas Corrections Association
- ◆ Texas Jail Association
- ◆ Sheriffs' Association of Texas
- ◆ United States Deputy Wardens' Association
- ◆ Utah Sheriffs' Association
- ◆ Virginia Correctional Association
- ◆ Virginia Sheriffs' Institute
- ◆ Washington Correctional Association
- ◆ West Virginia Sheriffs' Association
- ◆ Western States Sheriffs' Association
- ◆ Wisconsin Correctional Association

5.3.3 Narrative of Past Experience

As indicated in the Certification Attestation Page for Mandatory Requirements, Attachment 1, it is a mandatory responsiveness requirement that the bidder has five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two (2) years shall have been in a correctional or other security/law enforcement setting. Details of the bidder's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

 **Union Supply Direct Response:** In 1991 a Southern California Commissary Manager unable to obtain what he needed to run his facility securely approached Tom Thomas for help. Mr. Thomas was working for a Military Surplus distributor. He not only filled the orders but guaranteed his team's ability to get the officer anything else he needed in the future.

More orders arrived as Commissary Managers up and down the state heard about Mr. Thomas' promise, "From a battleship to hot sauce- we have it or we will get it!" Word continued to spread as Mr. Thomas and his team lived up to their promise. As the orders



poured in, Mr. Thomas founded Union Supply to focus exclusively on meeting correctional industry commissaries' unique needs.

From its early days when Mr. Thomas delivered goods in his own truck, Union Supply Group has grown into a nation-wide supplier of food, apparel, footwear, electronics, and personal-care products to Federal, State, County, City and private prisons, jails, work camps and half-way houses from Hawaii to Maine.

Today Union Supply works directly with hundreds of manufacturers in the US and abroad to provide more than 7,000 items in secure, jail-appropriate



designs and packaging to our clients. With hundreds of thousands of square feet of warehouse space at our shipping centers near transportation hubs in Los Angeles, Ohio and Florida as well as a growing team in Texas, Union Supply has a depth of inventory, national footprint and operational redundancy to meet the needs of the country's largest correctional agencies.

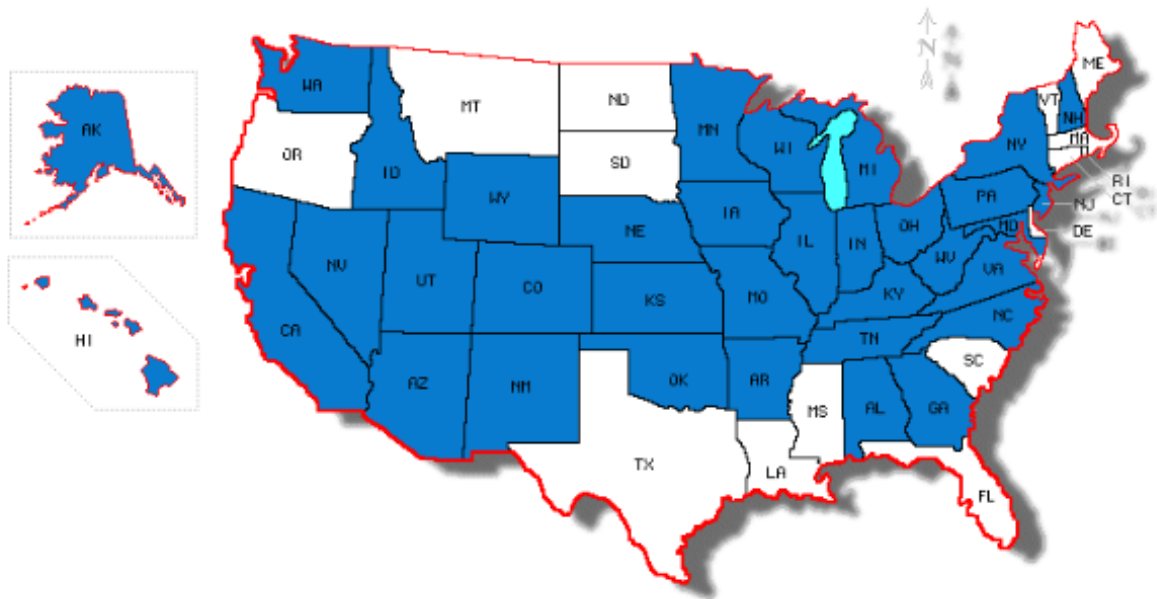
Union Supply was also a pioneer of inmate package programs in the early 2000s. Mr. Thomas led the development and roll-out of some of the first package programs, collaborating with correctional agencies to design special behavioral incentive programs and holiday programs that improved inmate morale and delivered needed revenues to our partner agencies. Today Union Supply is one of the largest package program providers in the country and has created highly tailored services to meet the unique needs of scores of large correctional agencies including more than a dozen large State Departments of Corrections.


Union Supply Direct, our division devoted to managing customized package programs, is one of the largest suppliers of inmate package programs in the country. Union Supply Direct currently manages more than 40 programs in 37 states. We run customized package programs for more than a dozen Departments of Corrections including all of the DOCs that are nearly comparable in size to the FDOC and many of the states around Florida like Alabama, Arkansas, Tennessee and North Carolina.

Union Supply Direct includes specialists in web-design, seasonal and regional consumer marketing, optimization of the product/price mix, and other areas of expertise often



overlooked by companies that focus primarily on inmate and institutional sales channels. This dedicated service and sales team draws upon the entire range of products offered by Union Supply Group to create unique product menus for each client and sales program.

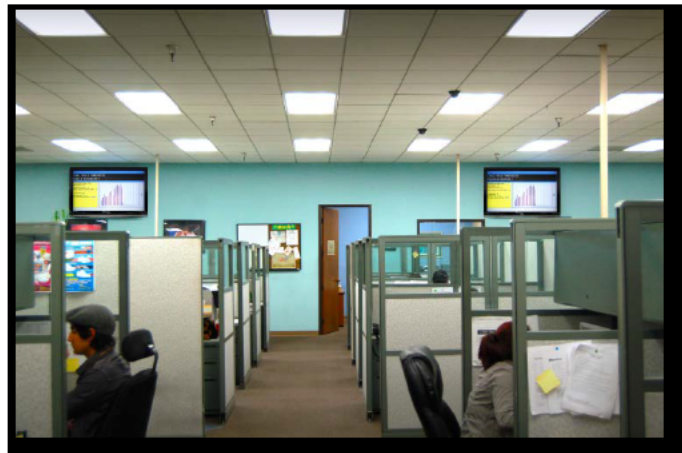


 **Current Union Supply
Property/Package Program(s)**

Every Union Supply package program client is assigned a Program Manager who will be available to answer questions, meet with the FDOC and FDOC wardens and to address service issues at any time. Ms. Ashley Lear, who will be our Program Manager for the proposed package programs, will give the FDOC a single point of contact dedicated to same-day resolution of all complaints or questions—from facility officers, inmates or the community. We also operate two separate toll-free hotlines:

- ❖ A **Facility Staff hotline** dedicated exclusively to providing help and information to correctional officer inquiries.
- ❖ Our **Customer-care and service line** for inmates' friends and families.

Union Supply operates a **fully bi-lingual**, in-house customer call center from 6:00AM -8:00 PM Monday – Friday (PST) and 7:00 AM – 1:00 PM on Saturdays. Our order processing software tracks every package and every payment and maintains a complete audit trail so that we can monitor and continually improve our service.




Union Supply Call Center

Union Supply also tracks every single call to our dedicated Facility Officer hotline. We continuously monitor our call volumes, response times, time to resolution and other data. This information enables us to hear directly from frontline experts about how our products and services are working. Monitoring the cause and resolution of each hotline call also ensures that we always have the right staff and resources available that that our staff training and preparation continue to enable us to provide the best service in the industry.



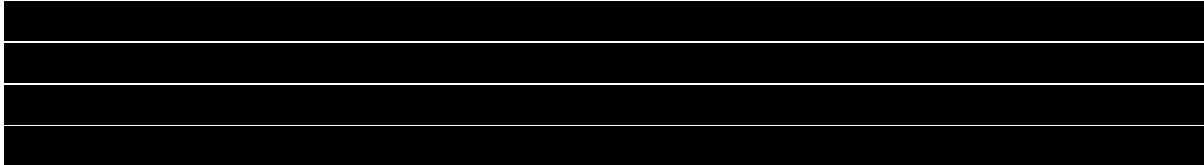
*Union Supply Service Center
real-time performance tracking*

5.3.3.1 relevant experience providing food and property package program services or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services.

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply is the prime contractor for more than 40 food, property and holiday package programs serving correctional institutions in more than 30 states. For instance, Union Supply is the prime contractor and exclusive provider of property and shoes to all Alabama DOC inmates through our ongoing property programs for the ADOC. These programs have delivered more than thirty thousand package to ADOC inmates in the last year without operational hiccups.




The California Department of Corrections and Rehabilitation uses multiple vendors, as the FDOC proposes to do. Union Supply has been one of the largest providers of packages to CDCR inmates continuously since the late 90s and has accurately delivered these packages to more than 100 locations across California.




No other qualified package program provider has the space, inventory and experience in Florida to handle the scope and complexity of the FDOC's proposed programs; but Union Supply is already successfully managing programs like these, from Jacksonville for agencies like the FDOC.

5.3.3.2 proof of issuance of any current required license, permit, or registration for the bidding entity;


 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has a sellers permit from the state of CA, has a safety permit from the Jacksonville Fire Marshall, is licensed to store food in our Jacksonville warehouse and is in good standing with the Florida Secretary of State. All of our permits are displayed onsite in our Jacksonville warehouse as required by law except for our CA sellers permit which is included at the end of this proposal section.

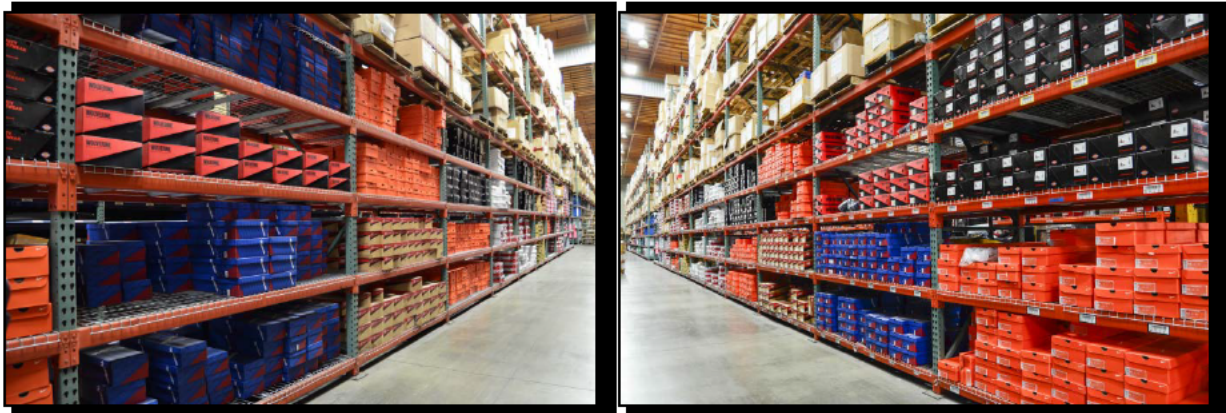
5.3.3.3 description of population to whom services have been provided, including number of service recipients and demographics;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply provides bulk commissary merchandise to more than 900 commissaries across the country which then sell to more than a million inmates of every description. We deliver property, food and holiday packages to hundreds of thousands of inmates in more than 30 states. We carry complete lines of corrections-safe merchandise tailored to appeal to all inmate demographics including hundreds of kosher, halal, low-salt, heart-healthy, sugar-free and gluten-free snacks. We also carry beauty and hygiene products designed just to appeal to African American inmates, snack foods with popular Mexican and Latin American flavors, Asian sauces and condiments and many more items that guarantee our ability to meet the needs of the FDOC's entire population throughout the term of the proposed contract.



5.3.3.4 availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply works directly with hundreds of manufacturers in the US and abroad to provide more than 7,000 items in secure, jail-appropriate designs and packaging to our clients. We have more than 100,000 of operations space in our Jacksonville warehouse and more merchandise available in our warehouses than even the FDOC uses in a year



Union Supply has more than \$6 Million of inventory of 60 models of shoes ready to ship



Union Supply keeps every size of each t-shirt model always in stock

Union Supply's deep selection of merchandise enables us to quickly begin serving a complete menu to changing inmate populations. If a FDOC would like to add items for female inmates, high-custody inmates, or snacks appropriate for diabetics, vegetarians or for inmates who require kosher or halal foods, Union Supply can immediately fill the need.

Union Supply is also a technology leader with our entire national inventory tracked in a single, secure database so that we can automatically replenish any region before any item runs out. We have a customized package program application that pulls inmate custody




levels and information from any OMS to automatically enforce dietary restrictions, property limits, weight limits, spending limits and other criteria in real-time as friends and family members place orders.

Finally, Union Supply has a twenty year track record of stability and continuity, four nation-wide distribution centers with tens of millions of dollars of inventory and ample bank credit

[REDACTED]

[REDACTED]


5.3.3.5 a list of at least 10 - 15 contracts related to the scope of services should be listed. This list should include names of the entity contracted with, addresses, phone numbers, email addresses, name of contract Manager(s) or senior official responsible for the Contract;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has provided references on Attachment II at the end of this section as required. We also invite the state to contact us at any time to request additional references. We provide package programs for many agencies similar to the FODC including:

- California Department of Corrections and Rehabilitation
- Ohio Department of Rehabilitation and Correction
- Alabama DOC
- Colorado DOC
- Utah DOC
- Washington DOC
- North Carolina DOC
- Kansas DOC
- Arkansas DOC
- Tennessee DOC
- NYDOC
- New Hampshire DOC
- Oklahoma DOC




5.3.3.6 a list of contracts the bidder has provided services under that were terminated or cancelled prior to original expiration date by any party or for which bidder requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the bidder should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has never had a contract terminated due to failure to perform. We have never had an ongoing contract terminated prior to expiration for any reason whatsoever, either by mutual consent or otherwise.

5.3.3.7 summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Bidder should identify the amount of any payments or fines imposed in regard to any of the foregoing).

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has not been the subject of any warning letters, disciplinary actions, complaints, or investigations by any Federal or State agency in the last five years. Nor has any Union Supply Group officers, directors, executives, affiliates, subsidiaries or d/b/a ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITB or relating to any Federal, State or municipal contract. We have absolutely no consents, payments or convictions to disclose as described in ITB part 5.2.9. Union Supply has never been debarred or in any way censured by any regulatory or government agency.



Union Supply is a values-driven company with a top-to-bottom commitment to high ethical standards. A Core Values statement created by our founder and President is part of every hiring package and orientation; it is on the front page of every company newsletter; is repeated in every training session; and adherence to these values in everything we do is part of every employee's evaluation.

Being ethical and conducting our business ethically is our number one core value and every department from Purchasing to Accounting is required to take to make being ethical their first priority when formulating policy or conducting day-to-day business. We measure success by meeting your standards and pride ourselves on our 20 years of helping the agencies we work with fulfill their important missions.

Union Supply Core Values

Ethical: We follow the government guidelines that are law and the code of ethics established within our organization. We never cross the line, and we prove ourselves trustworthy by adhering to our personal and organizational values.

Service Excellence: Serving the correctional industry is our reason for existence. We continuously seek to improve the quality of our products and services, while striving to exceed our customer's expectations.

Security: Our facilities, record keeping and data files are maintained securely and confidentially, like the Pentagon.

Safety: We will maintain the highest standard of safety.

Teamwork: We work together sharing a common purpose, a common culture and a common goal.

Innovation: We never stand still; we are never satisfied. Individually, and as a team, we constantly look at what we are doing and ask, "How can we do it better?" or, "How can we make it better?"

Accountability: We don't say "it's not my job" or, "it's not my fault". We take responsibility for meeting our commitments, both individual and companywide.

Happiness: We enjoy what we do, and we take our jobs seriously. We hire happy employees, and we strive to keep them happy.


5.3.4 Business/Corporate References

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

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

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



 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has provided references on Form II as requested and will gladly provide additional references upon request. We invite the Procurement Manager to contact us or our references at any time.



ATTACHMENT 2 – BUSINESS CORPORATE REFERENCE FORM
DC ITB-13-016

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

1.) Name of Company/Agency: Ohio Department of Rehabilitation & Correction

Contact Person:

Phone Number:

Address:

Email Address:



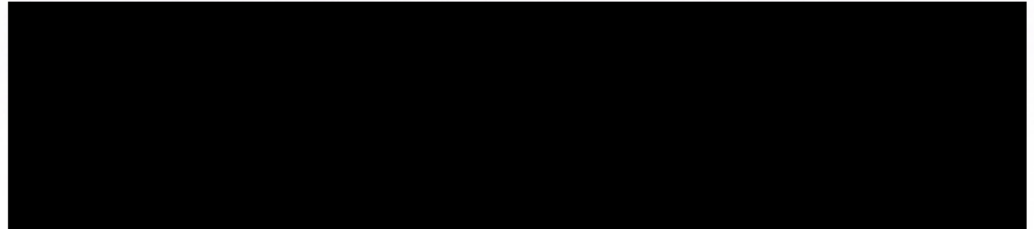
2.) Name of Company/Agency: North Carolina Department of Public Safety

Contact Person:

Phone Number:

Address:

Email Address:



3.) Name of Company/Agency: Alabama Department of Corrections

Contact Person:

Phone Number:

Address:

Email Address:



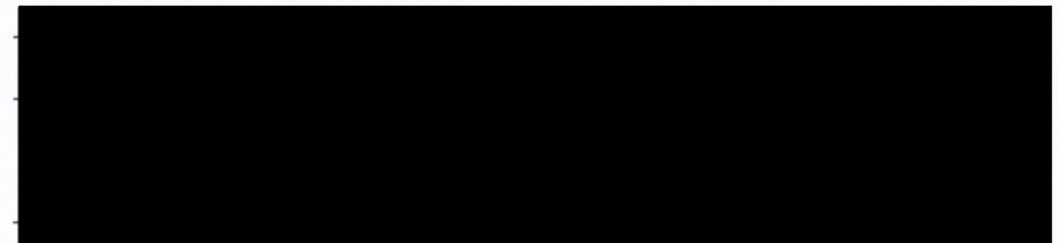
4.) Name of Company/Agency: Tennessee Department of Corrections

Contact Person:

Phone Number:

Address:

Email Address:



Union Supply Group, Inc.

Name of Bidder's Organization

Signature of Authorized Representative and
Date

L.D. Hay

Print Name

CALIFORNIA STATE BOARD OF EQUALIZATION

SELLER'S PERMIT



ACCOUNT NUMBER

7/25/1994 SR Y AA 14775035 00001 AA

**UNION SUPPLY COMPANY INC.
399 W. ARTESIA BLVD.
COMPTON, CA 90220**

*THIS PERMIT DOES NOT
AUTHORIZE THE HOLDER
TO ENGAGE IN ANY
BUSINESS CONTRARY TO
LAWS REGULATING THAT
BUSINESS OR TO
POSSESS OR OPERATE
ANY ILLEGAL DEVICE.*

IS HEREBY AUTHORIZED PURSUANT TO SALES AND USE TAX LAW
TO ENGAGE IN THE BUSINESS OF SELLING TANGIBLE PERSONAL
PROPERTY AT THE ABOVE LOCATION

Not valid at any other address

THIS PERMIT IS VALID UNTIL REVOKED OR CANCELED BUT IS NOT TRANSFERABLE. IF YOU SELL YOUR BUSINESS,
OR DROP OUT OF A PARTNERSHIP, NOTIFY US OR YOU COULD BE RESPONSIBLE FOR SALES AND USE TAXES
OWED BY THE NEW OPERATOR OF THE BUSINESS.

BOE-442-R-LZ REV. 12 (8-95)

**NOTICE TO INDIVIDUALS REGARDING
INFORMATION FURNISHED TO THE BOARD OF EQUALIZATION**

The Information Practices Act of 1977 and the Federal Privacy Act requires this agency to provide the following notice to individuals who are asked by the State Board of Equalization (Board) to supply information, including the disclosure of the individual's social security account number.

Individuals applying for permits, certificates, or licenses, or filing tax returns, statements, or other forms prescribed by this agency, are required to include their social security numbers for proper identification. [See Title 42 United States Code Section 405(c)(2)(C)(i)]. It is mandatory to furnish all the appropriate information requested by applications for registration, applications for permits or licenses, tax returns and other related data. Failure to provide all of the required information requested by an application for a permit or license could result in your not being issued a permit or license. In addition, the law provides penalties for failure to file a return, failure to furnish specific information required, failure to supply information required by law or regulations, or for furnishing fraudulent information.

Provisions contained in the following laws require persons meeting certain requirements to file applications for registration, applications for permits or licenses, and tax returns or reports in such form as prescribed by the State Board of Equalization: Alcoholic Beverage Tax, Sections* 32001-32556; Childhood Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105275-105310; Cigarette and Tobacco Products Tax, Sections 30001-30481; Diesel Fuel Tax, Sections 60001-60709; Emergency Telephone Users Surcharge, Sections 41001-41176; Energy Resources Surcharge, Sections 40001-40216; Hazardous Substances Tax, Sections 43001-43651; Integrated Waste Management Fee, Sections 45001-45984; International Fuel Tax Agreement, Sections 9401-9433; Motor Vehicle Fuel License Tax, Sections 7301-8405; Occupational Lead Poisoning Prevention Fee, Sections 43001-43651, Health & Safety Code, Sections 105175-105197; Oil Spill Response, Prevention, and Administration Fees, Sections 46001-46751, Government Code, Sections 8670.1-8670.53; Publicly Owned Property, Sections 1840-1841; Sales and Use Tax, Sections 6001-7279.6; State Assessed Property, Sections 721-868, 4876-4880, 5011-5014; Tax on Insurers, Sections 12001-13170; Timber Yield Tax, Sections 38101-38908; Tire Recycling Fee, Sections 55001-55381, Public Resources Code, Sections 42860-42895; Underground Storage Tank Maintenance Fee, Sections 50101-50161, Health & Safety Code, Sections 25280-25299.96; Use Fuel Tax, Sections 8601-9355.

The principal purpose for which the requested information will be used is to administer the laws identified in the preceding paragraph. This includes the determination and collection of the correct amount of tax. Information you furnish to the Board may be used for the purpose of collecting any outstanding tax liability.

As authorized by law, information requested by an application for a permit or license could be disclosed to other agencies, including, but not limited to, the proper officials of the following: 1) United States governmental agencies: U.S. Attorney's Office; Bureau of Alcohol, Tobacco and Firearms; Depts. of Agriculture, Defense, Justice; Federal Bureau of Investigation; General Accounting Office; Internal Revenue Service; the Interstate Commerce Commission; 2) State of California governmental agencies and officials: Air Resources Board; Dept. of Alcoholic Beverage Control; Auctioneer Commission; Employment Development Department; Energy Commission; Exposition and Fairs; Food & Agriculture; Board of Forestry; Forest Products Commission; Franchise Tax Board; Dept. of Health Services; Highway Patrol; Dept. of Housing & Community Development; California Parent Locator Service; 3) State agencies outside of California for tax enforcement purposes; and 4) city attorneys and city prosecutors; county district attorneys, sheriff departments.

As an individual, you have the right to access personal information about you in records maintained by the State Board of Equalization. Please contact your local Board office listed in the white pages of your telephone directory for assistance. If the local Board office is unable to provide the information sought, you may also contact the Disclosure Office in Sacramento by telephone at (916) 445-2918. The Board officials responsible for maintaining this information, who can be contacted by telephone at (916) 445-6464, are: Sales and Use Tax, Deputy Director, Sales and Use Tax Department, 450 N Street, MIC:43, Sacramento, CA 95814; Excise Taxes, Fuel Taxes and Environmental Fees, Deputy Director, Special Taxes Department, 450 N Street, MIC:31, Sacramento, CA 95814; Property Taxes, Deputy Director, Property Taxes Department, 450 N Street, MIC:63, Sacramento, CA 95814.

*All references are to the California Revenue and Taxation Code unless otherwise indicated.

4. Union Supply Project Team


5.4 Tab 4. Project Staff

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

5.4.1 Business/Corporate Key Project Personnel Staff Requirements

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

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply has assigned a team to the FDOC with more than 100 years' experience planning, implementing and managing programs for correctional agencies and in correctional settings. In addition to the CEO and Account Manager positions that the Department has requested resumes for, our team for Florida will also be led by:

LD Hay, Executive Vice President

Mr. Hay has 24 years of hands-on experience in strategic planning and business development as well as project and product management in the corrections industry. Prior to joining Union Supply, Mr. Hay worked for more than 18 years with the Colorado Department of Corrections, serving the last five years as the Director of Finance and Administration while also acting as the Department's Chief Financial Officer. In those roles, Mr. Hay oversaw a broad range of administrative and operational functions for the Department, including Budget and Finance, Planning and Analysis, Human Resources, Payroll, Risk Management, Training, Correctional Industries, Canteen and Commissary, Legal Access, Facility Services, Business Technology, ACA, Medical Operations, Education and Vocational Education, Sex Offender Treatment, Drug and Alcohol Treatment and Intergovernmental Relations.

After leaving the CDOC, Mr. Hay joined a company that provides kiosks and deposit and transaction services for correctional agencies nationwide, becoming their Chief Business Development Officer. Mr. Hay worked with clients to chart a development path and worked with each implementation team to meet their goals. Today that company's products



are deployed in 25 states and more than 60 county corrections agencies housing more than 1.2 million offenders.

Guy Steele, Chief Operating Officer

Mr. Steele has been with Union Supply for more than 7 years, and his responsibilities include the oversight of all logistics, purchasing, inventory management, financial reporting, planning, and forecasting as well as information technology and human resources.

Mr. Steele has accounting and MBA degrees and decades of experience with information management, logistics, and accounting systems for multi-location warehouse and distribution companies. With Union Supply Mr. Steele has implemented an integrated database to track inventory, forecast usage and automate replenishment and purchasing nationwide to give our customers the most responsive service and complete fulfillment available anywhere.

Doyle Schaefers, Chief Technology Officer

Mr. Schaefers leads Union Supply Group's in-house technology teams as they incorporate elements from best-in-class hardware and software providers into an integrated services and technology solution for our clients. From electronic signature recognition in the booking deposit kiosks to the data-centers storing our clients' records, Mr. Schaefers' team selects and integrates every component to ensure uptime, performance and client satisfaction.

Mr. Schaefers also leads the teams that developed and created the integration software used to link back office operations with commissary, banking, telephone, and jail management systems across the country, to automate administrative processes and enhance our services.

Prior to joining Union Supply, Mr. Schaefers served as a technician in the Marine Corps and received first-hand knowledge of telecommunications and electronics in correctional settings during his six years with the Federal Bureau of Prisons. He then joined a nationwide Inmate Telephone Services provider as Director of Inmate Operations, rising to become its Chief Technology Officer.

Steve Gully,- Jacksonville Warehouse Operations Manager

Mr. Gully has more than 30 years of experience organizing and implementing warehousing and distribution operations including 18 years specifically managing logistics and distribution for commissary and supply contracts with Federal, State and Municipal Departments of Correction. Mr. Gully has recently designed warehousing, packaging, shipping and tracking operations for Union Supply's expanded Ohio and Jacksonville




operations centers. He will ensure that our operations meet the turn-around times, efficiency and accuracy standards required by the FDOC.

Mario Martinez,- IT Project Manager


Mr. Martinez began his career in corrections serving in the Military Police (MP) in the US Marine Corps. As a Project Manager and then Implementation Manager for leading Inmate Telephone Services providers he installed and upgraded networks, hardware and software in major correctional agencies from the Missouri DOC to Rikers Island, NY. Mr. Martinez has repeatedly proven his ability to implement all the technical and integrations services that may be needed to meet the FDOC's requirements.

5.4.1.1 Resumes

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. We have included resumes for our President/CEO and our proposed Administrative/Project Manager for the Florida DOC at the end of this proposal section.

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

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. Union Supply's President and CEO Tom Thomas founded our company in 1991 and has been the President for more than 23 years.

Tom Thomas, President & CEO

Mr. Thomas founded the Union Supply Group in 1991 to give commissaries reliable and affordable access to a range of products wide enough to fully meet the demands of their diverse inmate populations.




Mr. Thomas has served in all of the major functional areas of the organization from the days when he loaded his own delivery truck to his current role as President and Chief Executive Officer in which he works with our technology and service teams to create a comprehensive, unified strategy to meet our clients' current and emerging needs. Through his leadership and foresight Union Supply has grown from a small regional supplier to a leading full-service national distributor.

Mr. Thomas was also a pioneer of inmate package programs in the early 2000s. He led the development and roll-out of some of the first package programs, collaborating with correctional agencies to design special behavioral incentive programs and holiday programs that improved inmate morale and delivered needed revenues to our partner agencies.

Mr. Thomas has a B.S. in Business Administration and Marketing from California State University (Dominguez Hills campus). As President and Chief Executive Officer he is responsible for developing the Company's strategic vision.

We have included Mr. Thomas' resume at the end of this proposal section.

- 5.4.1.1.2 Administrative Project Manager for Food and Property Package Program Services (or equivalent title)** - The Administrative Project Manager is the individual who will have corporate responsibility for administration of the Contract. This individual should have a minimum of two (2) years' experience within the last five (5) years at a management level, providing direct administrative oversight of a food and property package program or services similar in nature.

 **Union Supply Direct Response:** Union Supply has read, agrees and will comply. The Project Manager both for planning and implementation and the Account Manager who administers and leads the support team for our proposed FLDOC package program will be Mrs. Ashley Lear.

Ashley Lear, Project and Account Manager

Ms. Lear will be the ongoing program manager for the proposed Package Program during and after implementation. Last year Ms. Lear supervised the implementation of a package program for North Carolina Correctional Enterprises that included building out a new warehouse fulfillment line, training inmate workers and designing and marketing a successful statewide package program. Mrs. Lear has more than four years' experience managing statewide package programs in Ohio, North Carolina, Wisconsin, New York, Maryland, New Hampshire as well as planning and managing many other private and



county facility package programs, property programs and commissary services. She has proven her ability not only to deploy and manage programs successfully, but to take change requests and adapt our services on an ongoing basis to meet each client agency's needs over time.

We have included Mrs. Lear's resume on the following pages.



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Ashley L. Lear
Union Supply Group
3321 Toy Rd, Groveport, OH 43125

WORK EXPERIENCE

Union Supply Group, Groveport, Ohio

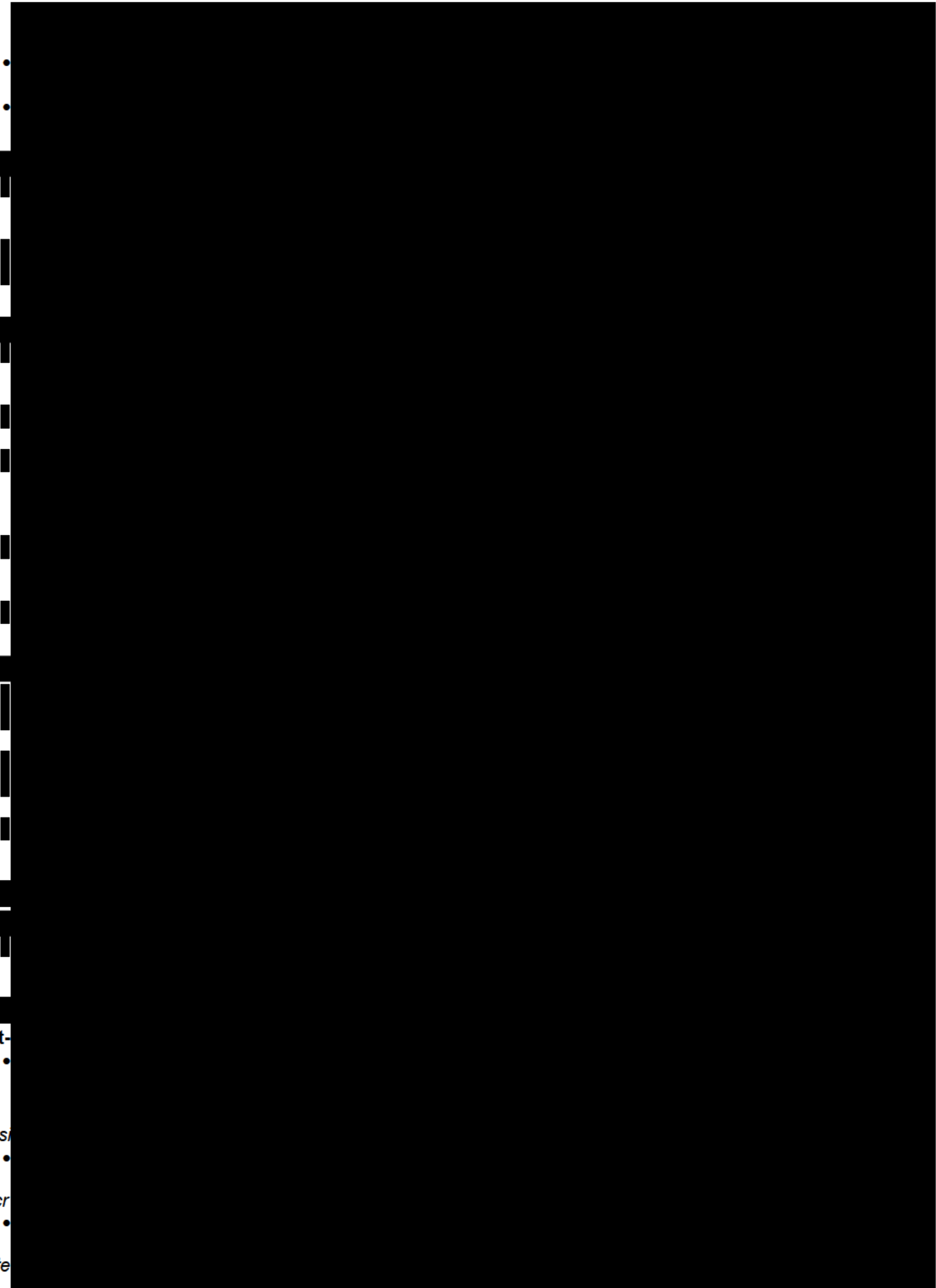
May 2010 – Present

Program Manager, May 2010 - January 2012

Account Manager, January 2012 – July 2013

Director of Inmate Programs - Eastern Region, July 2013 – Present

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ADDENDUM ACKNOWLEDGEMENT FORM
Invitation to Bid DC ITB-13-016
ADDENDUM #1

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-015
SOLICITATION TITLE: Food and Property Package Program
OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.
ADDENDUM NO.: One (1) DATE: January 14, 2014

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

This addendum includes the following:

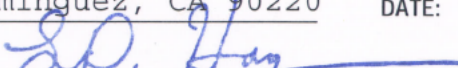
1. Written Responses to Written Inquiries;
2. New Exhibits D and E; and
3. Revised Pages 12, 13, 14, 27, 28 and 42.

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: Union Supply Group, Inc. BY: L.D. Hay, Executive VP
ADDRESS: 2301 East Pacifica Place PHONE: [REDACTED]
CITY, STATE: Rancho Dominguez, CA 90220 DATE: 21 July 2014
AUTHORIZED SIGNATURE: 

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

ADDENDUM #2

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-016
SOLICITATION TITLE: Food and Property Package Program
OPENING DATE/TIME: January 28, 2014 at 2:00 p.m.
ADDENDUM NO.: Two (2) DATE: January 17, 2014

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

This addendum includes the following:

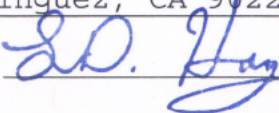
1. Revised Written Responses to Written Inquiries for #20, #21, and #23;
2. Revised Pages 12 and 13 (2nd Revision).
3. New Page 13A

If you have any difficulty in downloading any of the attached documents, please call or e-mail a request for copies to the Procurement Manager.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: Union Supply Group, Inc. BY: L.D. Hay
ADDRESS: 2301 East Pacifica Place PHONE: [REDACTED]
CITY, STATE: Rancho Dominguez, CA 90220 DATE: 21 July 2014
AUTHORIZED SIGNATURE: 

ADDENDUM ACKNOWLEDGEMENT FORM

Invitation to Bid DC ITB-13-016

ADDENDUM #3

Department of Corrections
Bureau of Procurement & Supply
501 South Calhoun Street
Tallahassee, FL 32399-2500

SOLICITATION NO.: DC ITB-13-016

SOLICITATION TITLE: Food and Property Package Program

OPENING DATE/TIME: Temporarily suspended until further notice

ADDENDUM NO.: Three (3)

DATE: January 28, 2014

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

This addendum includes the following:

- 1. Suspends the Timeline until further notice. An addendum will be posted once a new timeline or decision has been determined.

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL ITB.

THE ADDENDUM ACKNOWLEDGEMENT FORM SHOULD BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED WITH THE BID AS INSTRUCTED IN SECTION 5, BID FORMAT AND CONTENTS.

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

BIDDER: Union Supply Group, Inc.

BY: L.D. Hay

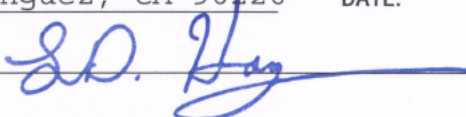
ADDRESS: 2301 East Pacifica Place

PHONE: [REDACTED]

CITY, STATE: Rancho Dominguez, CA 90220

DATE: 21 July 2014

AUTHORIZED SIGNATURE:



Also acknowledge:

Addendum 4	X	Addendum 7	X	Addendum 10	X
Addendum 5	X	Addendum 8	X	Addendum 11	X
Addendum 6	X	Addendum 9	X	Addendum 12	X

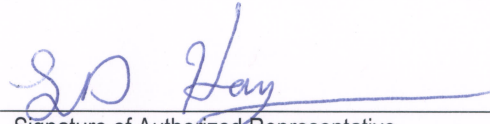
MANDATORY FORM
ATTACHMENT 4 - PRICE INFORMATION SHEET
DC ITB-13-016
FOOD AND PROPERTY PACKAGE PROGRAM SERVICES

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

Commission Rate	<u>15</u> %
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Union Supply Group, Inc.

Name of Bidder's Organization



Signature of Authorized Representative

L.D. Hay

Print Name

22 July 2014

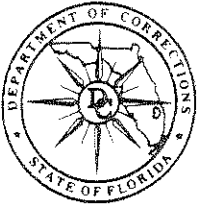
Date

Union Supply Group- Final Menu
Approved Food and Property Program Items

Item Number	Product Class	
1	CANDY	
2	CANDY	
3	CANDY	
4	CANDY	
5	CANDY	
6	CANDY	
7	CANDY	
8	COOKIES/SNACKS	
9	COOKIES/SNACKS	
10	COOKIES/SNACKS	
11	COOKIES/SNACKS	
12	COOKIES/SNACKS	
13	COOKIES/SNACKS	
14	COOKIES/SNACKS	
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52	COOKIES/SNACKS	
53	ENTREES	
54	ENTREES	
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58	ENTREES	
59	ENTREES	
60	ENTREES	
61	ENTREES	
62	ENTREES	
63	ENTREES	
64	ENTREES	
65	DRINKS	
66	DRINKS	
67	DRINKS	
68	DRINKS	
69	MALE - PROPERTY	
70	MALE - PROPERTY	
71	MALE - PROPERTY	
72	MALE - PROPERTY	
73	MALE - PROPERTY	
74	MALE - PROPERTY	
75	MALE - PROPERTY	
76	MALE - PROPERTY	
77	MALE - PROPERTY	
78	MALE - PROPERTY	
79	MALE - PROPERTY	
80	MALE - PROPERTY	
81	MALE - PROPERTY	

Union Supply Group- Final Menu
Approved Food and Property Program Items

Item Number	Product Class	Product Brand Name	Product Description	Product Size	Price	Yes/No	
						Kosher	Vegan
82	MALE - PROPERTY						
83	MALE - PROPERTY						
84	MALE - PROPERTY	HA					
85	MALE - PROPERTY						
86	MALE - PROPERTY						
87	MALE - PROPERTY						
88	MALE - PROPERTY						
89	MALE - PROPERTY						
90	MALE - PROPERTY						
91	FEMALE-PROPERTY						
92	FEMALE-PROPERTY						
93	FEMALE-PROPERTY						
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112	FEMALE-PROPERTY						
113	FEMALE-PROPERTY						
114	FEMALE-PROPERTY						



FLORIDA
DEPARTMENT of
CORRECTIONS

Governor
RICK SCOTT

Secretary
MICHAEL D. CREWS

An Equal Opportunity Employer

Carlton Building – 501 South Calhoun Street • Tallahassee, FL 32399-2500

<http://www.dc.state.fl.us>

August 7, 2014

Mr. Martin Jennen, VP
Keefe Commissary Network
10880 Linpage Place
St. Louis, MO 63132

RE: Notice of Award for DC ITB-13-016 Food and Property Package Program Services

Dear Mr. Jennen,

This letter serves as notice of award for the services in the above-named solicitation.

A Contract will be established between the Department and your company for the services in the original ITB, addendums to the ITB and your response to the ITB. The contract will be for three (3) years and will begin upon Contract execution or the date therein.

Should you have questions, please contact Shane Phillips, Bureau of Contract Management & Monitoring at (850) 717-3957 or email phillips.shane@mail.dc.state.fl.us.

Sincerely,

A handwritten signature in cursive script that reads "Kelly S. Wright".

Kelly S. Wright, Procurement Manager
Bureau of Procurement & Supply



cc: Solicitation File
Shane Phillips, Bureau of Contract Management & Monitoring
Gail Hillhouse, Bureau of Contract Management & Monitoring



FLORIDA DEPARTMENT OF CORRECTIONS

INVITATION TO BID

CONTRACTUAL SERVICES

Page <u>1</u> of <u>46</u> pages	SUBMIT BIDS TO:		
AGENCY RELEASE DATE: <u>December 11, 2013</u>	Kelly S. Wright, CPPB, Procurement Manager Florida Department of Corrections Bureau of Procurement & Supply 501 South Calhoun Street Tallahassee, Florida 32399-2500		
SOLICITATION TITLE: FOOD AND PROPERTY PACKAGE PROGRAM SERVICES		SOLICITATION NO: DC ITB-13-016	
BIDS WILL BE OPENED: <u>July 24, June 5, 2014, at 2:00 p.m., E.T.</u> and remain valid for <u>365</u> days after such date and time.			
VENDOR NAME: <u>Keefe Commissary Network, L.L.C.</u>		 *AUTHORIZED SIGNATURE (MANUAL)  *AUTHORIZED SIGNATURE (TYPED), TITLE *This individual must have the authority to bind the bidder.	
VENDOR MAILING ADDRESS: <u>10880 Linpage Place</u>			
CITY - STATE - ZIP: <u>Saint Louis, Mo 63132</u>			
PHONE NUMBER:	<u>314.919.4100</u>		
FREE NUMBER:	<u>800.864.5986</u>		
FAX NUMBER:	<u>314.919.4111</u>		
EMAIL ADDRESS:	<u>mjennen@keefegroup.com</u>		
FEID NO.:	<u>43-1856999</u>		
I certify that this Bid is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a response for the same services (including materials, equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this Bid and certify that I am authorized to sign this Bid Submittal for the 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 and any resulting contract or purchase order.			
PRIMARY CONTACT:		SECONDARY CONTACT:	
NAME, TITLE:	<u>Martin Jennen, Vice President</u>	NAME, TITLE:	<u>John Puricelli, Executive VP/GM</u>
ADDRESS:	<u>10880 Linpage Place, Saint Louis, MO 63132</u>	ADDRESS:	<u>10880 Linpage Place, Saint Louis, MO 63132</u>
PHONE NUMBER:	<u>314.919.4114</u>	PHONE NUMBER:	<u>314.919.4127</u>
FAX NUMBER:	<u>314.919.4111</u>	FAX NUMBER:	<u>314.919.4111</u>
EMAIL ADDRESS:	<u>mjennen@keefegroup.com</u>	EMAIL ADDRESS:	<u>jpuricelli@keefegroup.com</u>
*The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Respondents, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are hereby incorporated by reference. These conditions, forms and instructions are available on the internet at http://dms.myflorida.com/purchasing .			



TAB 1 MANDATORY RESPONSIVENESS REQUIREMENTS

Section 1 – 4 Keefe Commissary Network, L.L.C. (“KCN” or “Keefe”) has read, understands and adhered to **Sections 1-4** of DC ITB-13-016.

Section 5 Keefe has read, understands and adhered. Keefe has submitted **one (1)** signed original and **three (3)** copies of the bid, and included **one (1)** electronic copy in PDF format on CD.

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.** Note: Copies of rejected bids will be retained in the ITB file.

Keefe Response: Keefe has read, understands and adhered.

5.1.1 It is **mandatory** that a responsive bid is received by the Department by the date and time specified on page 7 of the ITB.

Keefe Response: Keefe has read, understands and adhered.

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**).

Keefe Response: Keefe has read, understands and adhered. Please see the following page for the signed and notary certified **Attachment 1: Certification/Attestation Page For Mandatory Statements**.

5.1.3 It is **mandatory** that the bidder complete, sign, and return, under **Tab 7**, the “Price Information Sheet” (**ATTACHMENT 4**).

Keefe Response: Keefe has read, understands and adhered. Please see **Tab 7** for Keefe’s complete and signed **Price Information Sheet**.

5.1.4 It is **mandatory** that the bidder complete, sign, and return under **Tab 8**, the products and pricing they propose to offer from the Department-approved Food and Property Package Program list (issued in an addendum by the anticipated date listed in the Timeline), which will be a new Exhibit to the bid and will include all approved brands and equivalents that bidders may bid on.

Keefe Response: Keefe has read, understands and adhered. Please see **Tab 8: Exhibit H, Department-Approved Equivalents**. Keefe agrees that all items offered via the Food and Property Package Program will be derived from **Exhibit H** as amended in Addendum 12 of the RFP.



MANDATORY FORM
ATTACHMENT 1 -CERTIFICATION/ATTESTATION PAGE FOR MANDATORY STATEMENTS
DC ITB-13-016

1. **Business/Corporate Experience**
This is to certify that the bidder has at least five (5) years of business/corporate experience within the last seven (7) years in the provision of services similar in nature to the food and property package program for which two years shall have been in a correctional or other security/law enforcement setting.
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 Services 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)~~ **five (5)** 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 29th day of MAY 2014
Name of Organization: Keefe Commissary Network, L.L.C.
Signed by: Martin Jensen
Title: V.P.

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 29th day of May 2014
Personally Known OR Produced Identification Type of Identification Produced _____
Notary Public: Bonnie S. Williams
My Commission Expires: _____

BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12409046

Addendum #1 DC ITB-13-016



TAB 2

TRANSMITTAL LETTER WITH EXECUTIVE SUMMARY

Keefe has read, understands, adhered and included all requested information for **Section 5.2** and all related subsections in the following *Transmittal Letter with Executive Summary*.

Kelly S. Wright, CPPB, Procurement Manager

Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500

I, Martin Jennen, Vice President, am authorized to bind Keefe Commissary Network, L.L.C. into a contractual agreement with the Florida Department of Corrections, specifically with regard to DC ITB-13-016 for Food and Property Package Program Services. Keefe's services will **meet or exceed all of the minimum requirements** and be in **strict compliance with the requirements, rules, regulations and governance** contained in DC ITB-13-016. Keefe acknowledges, accepts and will comply with all terms, conditions, and requirements of DC ITB-13-016. The following is a synopsis of Keefe's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in **Section 3** of the ITB.

Keefe will provide statewide Food and Property Package Program services to the Department's correctional facilities located throughout the State of Florida, as listed in **Exhibit B** through its Access Securepak service. Access Securepak is the largest provider of Family and Friends purchased inmate packages in the United States in terms of number of programs and packages shipped. Securepak has formal programs with most of the State Department of Corrections and over **one hundred (100)** county and city jails. Our customers range in size from the state of California (over 130,000 inmates) to a 20-bed jail. Securepak programs are designed to accommodate the correctional customer regardless of facility size, diversity of their inmate population or the geographic location of their facilities.

Keefe has read, understands and will adhere to all Rules, Regulations and Governance outlined in **Section 3.2**. Keefe does not intend to subcontract any portion of this contract.

Keefe will comply with all communication requirements listed in **Section 3.3** including the process, methods, use and timing of the three forms of communication (Routine, Informal and Formal).

Keefe has reviewed all **Institution/Facility Locations** listed in **Exhibit B** and understands that per **Section 3.4** the Department reserves the right to add or delete institutions, facilities or the items included in the Food and Property Package Program List and that any changes do not require a contract amendment.





Keefe has read, understands and will adhere to all **Contractor Responsibilities for the Food and Property Package Program** listed in **Section 3.5**. Please see below for an overview of how Keefe will meet and exceed all of the requirements listed in the subsections of **Section 3.5**:

3.5.1 – Placing Orders

All orders for Securepak packages will be placed by the inmate's family and friends via our secure website, www.FLpackages.com, a toll-free phone number (800-546-6283), dedicated fax number or by mail. Orders may be paid via MasterCard, Visa or Discover credit or debit cards, money orders or cashier checks. Keefe employs approximately **ninety (90)** Customer Service Representatives in the Call Center and hours of operation are 8:30am to 12:00am EST Monday through Friday and 11:00am to 5:00pm EST on Saturdays.

Keefe will be responsible for all financial transactions between the buyer of the package and Keefe. Any refund due will be promptly paid to the buyer of the package.

Should the FL Department of Corrections choose to have a shared spending limit, Keefe will send an online inquiry to the Department's application at the start of the order entry process regardless of the method of order placement that will establish the remaining available spend limit of the maximum \$100 allowed. At the completion of the order entry process, Keefe will send a response to the Department's application indicating the dollar amount of the order placed allowing the Department's application the ability to track the purchase history of each inmate. Keefe will also report any negative order dollar values that are the result of any order that is cancelled by the original buyer before order shipment allowing additional purchases to be made since available spend limits have been restored.

All packaged orders will be placed into corrugated containers for shipment. These corrugated containers will be sealed with pre-printed tamper evident tape.

3.5.2 – Minimum/Maximum Order

Keefe's software has the ability to adhere to the minimum and maximum dollar amount per order including the ability to interface with the Departments application to track combined spending between Keefe and another vendor. Our software will prevent any order from being placed that exceeds the inmate's available spending balance up to \$100.00.

Our process will allow multiple orders to be placed by multiple buyers for the same inmate while still adhering to the spending limits established by the Department.

Once an inmate has reached the maximum dollar limit allowed, future attempts to place an order will result in a message being displayed that this inmate has reached the maximum spending limit available.





3.5.3 – Product List, Pricing and Order Forms

Keefe agrees to provide products, both food and property as instructed by the Department throughout the life of this contract.

Keefe will identify all items in accordance with Department requests, i.e. Kosher, etc.

Keefe acknowledges that the Department’s final Master Food and Property Package Program List, **Exhibit H (shown in Tab 8)**, will include Department-approved items and established fixed pricing for all items. An awarded Contractor will only be able to offer items as listed and priced in **Exhibit H**, as amended in Addendum 12 of the RFP.

Keefe will create, print and provide all order forms in accordance with Department’s requirements. Typically, Keefe will provide order forms in quantities equal to twice the facility population count at the beginning of each ordering cycle.

Order forms will also be available as a PDF document on our website, www.FLpackages.com and may be downloaded by family members and friends at their convenience.

3.5.4 – Advertising, Packaging and Shipping

Keefe will supply sufficient quantities of all marketing materials (catalogs, posters, etc.) to each facility free of charge.

All marketing materials – order forms, catalogs and posters will be submitted for approval within the timelines dictated by the Department and will not be distributed without the Department’s prior approval.

Keefe will provide a manifest listing inmate’s DC number, name (last and first) and location prior to shipment as required by the Department. This manifest will be sorted in numerical sequence by inmate number and by location. Keefe will supply this manifest in Excel spreadsheet format which will allow sorting by last name sequence or other criteria as well.

At time of shipment, Keefe provides an overall shipment manifest in either inmate number or inmate last name sequence (along with the other required attributes). Keefe also provides a pallet manifest that identifies what inmate orders are contained within each specific pallet. It is quite common for programs that ship in a consolidated fashion as proposed by the Department that the larger facilities will receive several hundred orders in a single shipment contained within multiple pallets. Keefe has found that the distribution of packages by Department staff is greatly aided by providing both an overall Master manifest and a pallet specific manifest.





Individual orders will be packaged in a sealed, clear, perforated poly bag. Each order will be identified using a 4' x 10" white self-adhesive label on the outside of the package containing the inmate number, name, housing and facility location. Each order will also contain a packing slip clearly identifying the inmate name, number and contents of the package.

Please see the image below of typical poly bag with bag label attached:



The packing slip will show the quantity ordered, the quantity shipped, the amount of money received, the amount of the order and refund amount, if applicable.

Please see [page 6](#) for a sample Securepak packing slip.





3601 NEW TOWN BLVD,
ST. CHARLES, MO , 63301
1-800-546-6283

Packing Slip



Package Id

Batch Id

Delivery Id

Page 1 of 1



VA_11202013_164509_5208



20140120
103239

320-379581-A

320-0348229-A

Deliver To:

Order #:

Ordered By:

Paid By:

Jason Eugene Sibley 1201893
WALLENS RIDGE STATE PRISON SEASONAL
272 DOGWOOD DR
BIG STONE GAP VA 24219-3825
Housing:C-1-101-T

2171382 11/11/2013

Sabrina Sibley

sabrina sibley

Sub Allowed	Whse	Carrier	Schd Ship Date	Customer #	PKG Weight	Program
Y	320		11/22/2013	21566(74825)	16.3108 lbs	Virginia Holiday 2013 9097

QTY ORD	QTY SHP	LT	ITEM #	U/M	DESCRIPTION	SIZE	COLOR	UNIT PRICE	EXT PRICE
1	1		10274	EA	SPICY CHILI W/ BEANS 11.25 OZ	11.25 OZ		2.25	2.25
2	2		10351	EA	BUDS BEST FUDGE COOKIES 7 OZ	7 OZ		1.75	3.50
1	1		10489	EA	FRUIT ROLL UP STRAWBERRY			5.50	5.50
4	4		10525	EA	RUFFLES CHEDDAR 5.5 OZ	5.5 OZ		2.85	11.40
4	4		10572	EA	RICE CRISPY DOUBLE CHOC 3 OZ	3 OZ		2.10	8.40
4	4		10706	EA	WHITE CHEDDAR CHEEZ IT 2 OZ	2 OZ		0.75	3.00
1	1		229	EA	FUDGE STRIPE COOKIE	11.5 OZ		3.60	3.60
1	1		3971	EA	RIP N READY MEATBALLS	10 OZ		3.95	3.95
11	11		3975	EA	DOUBLE DIP PEANUTS 5 OZ	5 OZ		1.95	21.45
1	1		6017	EA	WHITE QUESO DIP 4 OZ	4 OZ		1.85	1.85
1	1		6354	EA	SAUSAGE BITES 4 OZ	4 OZ		4.25	4.25
1	1		6934	EA	ARMOUR CHCK CHILI 8 OZ	8 OZ		2.95	2.95
2	2		7317	EA	CHOC CHIP W/ CANDY	16 OZ		3.95	7.90
2	2		7666	EA	HABNERO TORTILLA 1.5 OZ	1.5 OZ		0.70	1.40
2	2		7687	EA	CHEETOS FLAMIN HOT 8 OZ	8 OZ		2.85	5.70
6	6		850	EA	CHOC CHIP COOKIES 2 OZ	2 OZ		0.50	3.00
2	2		9553	EA	HONEY MUSTARD PRETZELS	2.25 OZ		0.95	1.90
2	2		9742	EA	TWIZZLERS STRAWBRY 5 OZ	5 OZ		1.75	3.50
Section Total									\$95.50

This package must be signed at the time of receipt with any shortages or damages noted at time on this packing slip. All refunds will be sent to sender of package.

Sub Total	\$95.50
Processing Fee	\$2.95
Sales Tax	\$2.54
Discount-Promo	\$0.00
Order Total	\$100.99
Amount Received	\$100.99
Discount-Shortage	\$0.00
Refund Due	\$0.00

RECEIVED BY _____

DATE _____

STAFF - REPORT ALL DISCREPANCIES BELOW AND RETURN TO ACCESS SECUREPAK.

ITEM#	ISSUE (CIRCLE)	QTY	ACTION (CIRCLE)
_____	SHORT OR DAMAGED	_____	REFUND OR REPLACE
_____	SHORT OR DAMAGED	_____	REFUND OR REPLACE

Line Type (LT) NA=Not Available S=Substituted K=Kit C=Kit Component BB=Backorder BS=Backorder Ship





3.5.5 – Order Processing Requirements

Keefe's software will enforce all required Department restrictions – dollar limits, inmate eligibility, item quantity limits, etc.

Keefe can restrict who places the order if the Department wishes to implement this requirement and can provide an electronic list of approved buyers. Keefe provides this service to the Arizona and Georgia Department of Corrections. Both of those states limit the purchase to individuals on the inmate's approved visitor list.

Keefe uses the following order fulfillment process at our warehouse in St Charles, MO:

- Pick slips are printed with a unique order number and barcode, eliminating the need to display the inmate's name and number or information about the buyer of the package.
- Orders are pulled, checked for accuracy, packaged and sealed in clear perforated poly bags.
- After the order has been packaged and sealed the barcode on the pick slip is scanned and a bag label and 3 copies of the packing slip are printed in the production area and attached to the outside of the sealed bag.
- The bag label is a self-adhesive label and the packing slip is NCR laser printed paper placed into a clear, self-adhesive packing slip envelope.
- This process ensures that the identification of the specific inmate is not known until the order is pulled, packaged and sealed.
- Office, Shipping and Receiving staff are prohibited from fulfilling orders.
- After the bag label and packing slip have been attached, the poly bag is placed into a corrugated box. If multiple orders are placed into a single corrugated box, they will be orders that share a common housing location.
- Once that box is full then it is taped shut using preprinted tamper evident tape.
- The box is then placed on a pallet for shipment.
- Pallet is wrapped with black plastic stretch wrap to help ensure pallet integrity during shipment.

Shipping, receiving and production areas within the warehouse are monitored via closed circuit television. The warehouse has numerous motion detection sensors for security after hours. Employee access is limited to a single entrance point. Truck drivers enter the building via a single door that is enclosed by a locked metal cage thus preventing their access to the building unless escorted by Keefe staff.

All Keefe employees must pass a background check and drug test prior to beginning employment.





3.5.6 – Shipment and Delivery of Orders

Keefe utilizes barcode scanning to track the order after order fulfillment by scanning the barcoded bag label first then scanning a barcoded pallet tag. This process provides confirmation that the order has been fulfilled and placed onto a pallet for shipment.

This process also allows Keefe the ability to provide detailed shipment information with regard to which pallet a specific order is contained within.

All shipments will be provided a shipment manifest recapping all orders in that shipment as well as a pallet manifest for each pallet in that shipment.

Both style manifests will be supplied in inmate number sequence (unless requested otherwise by the Department) and will contain the following information – inmate number, name (first and last), housing location and pallet identifier number.

All shipments will be coordinated with each facility prior to shipment and per the requirements of the Department.

Shipments will be made via common carriers.

Any packages that are delivered and the inmate has been transferred, released or is no longer eligible to receive the package will be handled as follows:

- **Transferred Inmates** – Facility will receive a FedEx forwarding tag to be applied to the box containing the transferred inmate's order and given to FedEx for delivery to the new location.
- **Released Inmates** – Facility will receive a FedEx forwarding tag to be applied to the box containing the released inmate's order and given to FedEx for delivery to Keefe so credit may be given to the buyer of the package.
- **Non-Eligible Inmates** - Facility will receive a FedEx forwarding tag to be applied to the box containing the non-eligible inmate's order and given to FedEx for delivery to Keefe so credit may be given to the buyer of the package.

Keefe provides a 3-part NCR laser printed pack slip – one copy is for staff to retain, one copy for the inmate and one copy to report any discrepancies. Keefe will provide self-addressed postage paid envelopes to be used to send any discrepancies to Keefe.

Once Keefe has received a discrepancy notice, the replacement order or refund will be issued within 72 hours.





3.5.7 – Customer Service

Keefe will supply a toll-free number (800-564-6283) to be used by the family and friends of inmates and will be advertised on all marketing materials.

A separate phone number will also be established for use by Department staff only. Department staff will be provided a dedicated Keefe employee to contact for any questions or problems the Department staff may need addressed.

Keefe also makes available, via a web application, a ‘Facility Research Tool’ that is a password protected application that can be accessed by any Department staff member with internet access and the appropriate password. The tool is designed to allow the Department staff to research at their convenience the order history of any given inmate by entering the inmate number and a desired date range. The process will search our database for any orders for that inmate within that date range and return the following information; date of order, name of person who placed the order, dollar value of the order, a view/print only option of the contents of that order and the status of the order – either shipped or pending shipment.

The tool also allows the search feature by customer name allowing the Department staff to enter a customer name (first and last) along with date range to see which inmates this particular person has been placing orders for during the specific timeframe. The results from this search returns the following information; date of order, name and number of inmate who received the package, dollar value of the order, a view/print only option of the contents of that order and status of the order either shipped or pending shipment. This tool is simple to use and has been utilized by other Department of Corrections staff for a couple of years.





Keefe has read, understands and will adhere to the **Timeline of Tasks and Ordering Schedule** detailed in **Section 3.6**. Keefe has the capacity to commence implementation of its Securepak services and adhere to the schedules provided by the Department:

Fall/Winter Ordering Period	
September 22, 2014	Approval of Product List and Program advertisement literature by the Department
October 20, 2014	Solicitation of Orders
November 17, 2014	Numerical Manifest by institution to check location of inmates
December 1-5, 2014	Delivery Period
December 8-12, 2014	Re-route of orders due to last minute transfers
December 22, 2014	Refunds to families/friends in applicable
January 5, 2015	Commission check due to the Department
Spring/Summer Ordering Period	
April 6, 2015	Approval of Product List and Program advertisement literature by the Department
May 4, 2015	Solicitation of Orders
June 1, 2015	Numerical Manifest by institution to check location of inmates
June 15-19, 2015	Delivery Period
June 22-26, 2015	Re-route of orders due to last minute transfers
July 7, 2015	Refunds to families/friends in applicable
July 20, 2015	Commission check due to the Department

Keefe has read, understands and will adhere to all the **General Administrative Requirements** listed in **Section 3.7** and takes **NO exceptions**.

The President of Keefe Group is Nathan Schulte. As President, Nathan’s title, role, responsibilities, qualifications and experience are equivalent to the “Chief Executive Officer” for Keefe as requested in DC ITB-13-016. Please refer to **page 42** for Nathan’s resume.

Martin Jennen is the Vice President of Access Securepak. As Vice President, Martin’s title, role, responsibilities, qualifications and experience are equivalent to the “Administrative Project Manager” for Keefe as requested in DC ITB-13-016. Please refer to **page 43** for Martin’s resume.

Keefe has read, understands and will adhere to all **General Reporting Requirements** listed in **Section 3.8**. Keefe currently provides the requested reports; Numerical Shipment Manifest, Order Summary and Commission Rate Report to its Securepak customers and will provide the same to the Department in a format approved by the Contract Manager or designee.





As Keefe wants the Department to see its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under this Contract, Keefe has read, understands and will adhere to the **Performance Measures** listed in **Section 3.9**. Keefe intends to ***exceed the expectations*** of the Department in delivering the services under this contract.

Keefe has read, understands and will adhere to the **Monitoring Methodology** listed in **Section 3.10**.

Keefe has read, understands and will adhere to the imposition of **Liquidated Damages** outlined in **Section 3.11**.

Keefe has read, understands and will adhere to all **Deliverables** listed in **Section 3.12**.





Please see below for Keefe's responses to all subsections of **Section 5.2** as required:

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

Keefe Response: Keefe Commissary Network, L.L.C. is a Limited Liability Company.

5.2.2 Information indicating whether the bidder intends to utilize subcontractors and if so, that the bidder agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors that will be utilized. (This information should be submitted with the bid document). Use of subcontractors shall be in accordance with Section 7.16.

Keefe Response: Keefe does not intend to utilize any subcontractors under this contract.

5.2.3 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.

Keefe Response: Keefe Commissary Network, L.L.C. federal tax identification number is 43-1856999.

5.2.4 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.

Keefe Response: No deviations from the detailed specifications or requirements of DC ITB-13-016 exist in Keefe's proposal.

5.2.5 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the 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.

Keefe Response: No officer, director, employee or other agent of Keefe is also an employee of the State. No State employee owns a five percent (5%) interest in Keefe or its affiliates or parent corporation.

5.2.6 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.

Keefe Response: Keefe certifies that it 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.

5.2.7 The bidder's email address or a statement certifying that an email address will be available for the Contractor's Representative by the start date of any Contract resulting from this ITB.





Keefe Response: The representative for Keefe Commissary Network, L.L.C. under this contract is Martin Jennen, Vice President and his email address is mjennen@keefegroup.com.

5.2.8 The bidder shall provide an Information Security Plan detailing the bidder's plan for safeguarding information, data computers, computer system and other critical information/data.

Keefe Response: Please see below for Keefe's Information Security Plan.

Keefe Commissary Network, L.L.C. is wholly owned by Centric Group. Company-wide IT services are provided to Keefe by Centric Group.

Network Description

The Centric network currently consists of a number of components:

- WAN – Most of our major sites are connected to us VIA a private IP managed service from a third-party provider. The site-to-site traffic is 3DES (encrypted). Each location is fire-walled and NATted to the Internet.
- Business to Business – We have trading partner connections to a number of companies, via an SNA managed network which is secured, as well as fire-walled Internet site-to-site access. Firewall controls are very tight and allow only explicitly allowed traffic to and from each trading partner.
- Customers only access our systems through tightly managed interfaces (via 3rd party web-hosting which provides an abstraction layer, or via business to business connections).
- Our employees are provided their equipment by the company. The company configures and manages their network and security settings for them, and does not allow employees to use personally provided equipment on the network.
- Our acceptable use policy states (in summary): only computers provided by the company are allowed to be used on the network, only for company business, and the company has the right to examine any or all of the data on the equipment or transmitted to/from the equipment at any time.
- Desktop systems are subject to centrally managed group policy objects within Microsoft Active Directory
- Virus protection and intrusion protection updates are administered and monitored centrally by the Centric Group IT organization.
- In addition to these security controls Centric Group also incorporates the following Security practices into its Security Profile:





Self - Assessment and Central Focus	The Centric Group conducts ongoing self-assessment throughout all Centric organizations - KCN is a participant in all phases including assessment, implementation, policy development, and monitoring.
PCI Compliance Monitoring	PCI compliance for Centric Group Data Systems Security is monitored by Commerce Bancshares, Centric Group's credit acquirer, and ultimately by VISA. Centric reports compliance milestones to Commerce on a monthly basis through TrustKeeper, the compliance monitor assigned to the Centric Group by Commerce.
PCI Compliance Results	Neither Centric nor KCN have incurred penalties in relation to PCI compliance, and each has incorporated ongoing compliance into its IT operations and development through a compliance committee comprised of IT and business directors. TrustKeeper has monitored Centric / KCN self-assessment and conducts scheduled penetration scans of the Centric network.
Web-Site Compliance	Website Order Entry is hosted by a third party organization, which is actively involved in ongoing PCI-related Security Risk Assessment initiatives in its own right. YourPay provides Credit Card Processing for the Website Order Entry application.
Scope of Risk Assessment Policies	Centric compliance milestones include network device security and monitoring, access controls at the network / application / data levels, servers and server processes, desktop systems and controls, active directory control and maintenance, infrastructure change management, application development and testing guidelines and segregation, production environment policies and monitoring, data encryption, authentication, virus and intrusion protection, data retention / custody / disposal, employee conduct policies and monitoring of all aspects of the security control system.

The Centric Group also administers all personnel Security policies:

Hiring requirements include:

- Completion of a Job Application
- Valid Drivers' License
- Employment and Personal Reference Check
- Valid Social Security Number
- Drug Test (also re-administered upon promotion after hiring)
- Criminal Record Report (re-administered for clearance to selected facilities)
- Motor Vehicle Report (selected positions)
- Credit Check (selected positions)





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 should identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

■ **Keefe Response:** Per the Department's answer to Question #17 on **Addendum #1** for DC ITB-13-016, **Subsection 5.2.9** has been deleted and replaced with the updated verbiage for **Section 5.2.9** below:

5.2.9 The bidder shall provide copies of any and all documents brought by any federal, state or other regulatory agency made against the bidder, bidder's staff, or any entity affiliated with the bidder within the past (5) five years. This information request should also include information from a parent company and/or divisions or subsidiary companies controlled by the parent company that have worked with the bidding entity. This information includes work as a partner, joint venture or subcontractor, whether related to the services being sought by this solicitation or not. The information shall include, but is not limited to the following:

- complaints filed
- investigations
- warning letters
- inspection reports issued
- pleas of nolo contendere
- sanctions imposed
- findings or convictions for fraud, deceit or unlawful business dealings
- any payments or fines imposed in regard to any of the foregoing (i.e. settlement agreements)

■ **Keefe Response:** Please refer to **pages 16 – 17** for a copy of Keefe Commissary Network L.L.C.'s disciplinary history.





CONFIDENTIAL

**DISCIPLINARY HISTORY EXPLANATION
FOR KEEFE COMMISSARY NETWORK, L.L.C.**

Keefe Commissary Network, L.L.C. has had the following administrative actions issued against it, prior to a license being issued:

The State of Kentucky imposed a \$5,000 fine against Keefe Commissary Network, L.L.C. in 2009 for providing the Secure Deposits service to two counties prior to being licensed. Keefe Commissary Network, L.L.C. is currently licensed in good standing with Kentucky.

On November 15, 2010, Keefe Commissary Network, L.L.C. entered a Consent Agreement with the Alabama Securities Commission. Keefe Commissary Network, L.L.C. paid an administrative assessment of \$8,000 to the state, plus reimbursement of their costs, for providing Secure Deposits services to four county jails prior to being licensed. Keefe Commissary Network, L.L.C. is currently licensed in good standing in Alabama.

Keefe Commissary Network, L.L.C.'s applications for a money transmitter license in Nevada were deemed administratively withdrawn, because the state did not complete background checks on officers within the six month examination window prescribed by state statute. Keefe Commissary Network, L.L.C. is now currently licensed in good standing with Nevada.

Additionally, Keefe Commissary Network, L.L.C. and the State of Illinois disagreed as to whether a license was necessary under the language of the state statute. The state issued a temporary, limited Cease and Desist Order while discussions were held over the licensing question. In order to avoid extensive litigation costs, Keefe Commissary Network, L.L.C. entered a confidential compromise agreement and paid a sum to the state's consumer protection fund. The state promptly granted KCN a money transmitter license in Illinois in May, 2010. Illinois expressly did not deem this a disciplinary or enforcement action.

In June 2011, Keefe Commissary Network, L.L.C., entered a Consent Agreement with the Ohio Division of Financial Institutions. Keefe Commissary Network, L.L.C., paid \$10,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network, L.L.C., is currently licensed and in good standing with Ohio.

In August 2011, Keefe Commissary Network, L.L.C., entered a Consent Agreement with the Virginia State Corporation Commission Bureau of Financial Institutions. Keefe Commissary Network, L.L.C., paid \$25,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network, L.L.C., is currently licensed and in good standing with Virginia.

In November, 2011, Keefe Commissary Network, L.L.C., entered a Consent Agreement with the Louisiana Office of Financial Institutions. Keefe Commissary Network, L.L.C., paid \$6,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network, L.L.C., is currently licensed and in good standing with Louisiana.

In December 2011, Keefe Commissary Network entered a consent agreement with the Washington Division of Financial Institutions, paying \$4750 for providing the Secure Deposits program prior to a license being issued. Keefe Commissary Network is currently licensed and in good standing with Washington.





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In December 2011, Keefe Commissary Network, L.L.C. entered a consent agreement with the New Hampshire Department of Banking, paying a fine of \$5000. Keefe Commissary Network is now licensed and in good standing with New Hampshire.

In February 2012, Keefe Commissary Network, L.L.C. entered a consent agreement with the Pennsylvania Department of Banking, paying \$20,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network is now licensed and in good standing with Pennsylvania.

In March 2012, Keefe Commissary Network, L.L.C. entered a consent agreement with the Wisconsin Division of Banking, paying \$2,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network is now licensed and in good standing with Wisconsin.

In March 2012, Keefe Commissary Network, L.L.C. entered a consent agreement with the Florida Office of Financial Regulation, paying \$17,000 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network is now licensed and in good standing with Florida.

In January, 2013, Keefe Commissary Network, L.L.C. entered a consent agreement with the Michigan Office of Financial and Insurance Regulation, paying \$21,500 to the state for providing Secure Deposits services to county jails prior to being licensed. Keefe Commissary Network is now licensed and in good standing with Michigan.





TRANSMITTAL LETTER WITH EXECUTIVE SUMMARY

Keefe has provided a signature of the representative authorized to bind Keefe Commissary Network, L.L.C. to this proposal for DC ITB-13-016.

Martin Jenner
Signed by: Martin Jenner
Vice President
Keefe Commissary Network, L.L.C.

5-29-14
Date

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

Subscribed and sworn before me 29th day of May, 2014.

Notary Public: Bonnie S. Williams

My Commission Expires: BONNIE S. WILLIAMS
Notary Public - State of Missouri
My Commission Expires October 24, 2016
St. Louis County
Commission #12409846





TAB 3

BUSINESS/CORPORATE QUALIFICATIONS

Keefe has the capacity, in all respects, to perform the food and property package program services contract in accordance with the Scope of Services as described in DC ITB-13-016.

Keefe Group is comprised of **Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions** and **Advanced Technologies Group**.

In 1975, **Keefe Supply Company** entered the correctional market by supplying single-serve coffee packets to a Florida prison. Keefe understood the need for improvement in correctional product offerings and pioneered the packaging evolution of products sold through correctional commissaries. Keefe began packaging instant coffee and drink mixes in sealed paper pouches and was the first to offer pouch-packaged seafood, eliminating the security threat associated with metal and glass containers.

Keefe is the only package program provider to maintain its own packaging facility completely devoted to packaging products for the correctional market. Keefe's 100,000 square foot state-of-the-art packaging plant produces over **sixty (60) million** pouches of product annually. Some of these pouch products include: **Maxwell House® coffee, Velveeta® Macaroni & Cheese, Keefe 100% Colombian Coffee, E.Z. Digby's® candy, Cactus Annie's® chips and snacks, Keefe Kitchens® rice** and much more.

Keefe has **seventeen (17) distribution centers** totaling 1,439,000 square feet, shipping over 25 million pounds of inventory per month and carrying over \$80 million in inventory daily. Should a service disruption occur at one of our distribution centers, FL DOC inmate packages will be filled and shipped from one of our **sixteen (16)** other distribution centers, guaranteeing **on-time delivery**.

Keefe Commissary Network (KCN) was established in 1993 to provide outsourced/ privatized commissary service to prisons and jails nationwide. KCN was a direct result of listening to the changing needs of our customers and quickly became the largest supplier of privatized commissary operations in the nation. KCN writes and supports all of their own software and provides live technical customer service 24/7/365. KCN is currently contracted with 821 correctional facilities totaling over 535,000 inmates nationwide, and provides commissary service to **twelve (12)** of the **fourteen (14) privatized DOCs**.

Access Securepak, the most comprehensive custom package program in the correctional industry, conducted its first family-ordered inmate package program for the North Carolina DOC in 1997, offering a better alternative than family and friends sending packages directly to the facilities. Securepak allows friends and family to order packages from a facility-approved menu via toll-free number, secure website, mail or fax. Our proprietary software processes orders and enforces facility product, inmate





status, package weight, spending and/or order frequency limits. All orders are fulfilled in our secure processing centers, eliminating contraband and greatly reducing the time and labor required to process packages. Currently, Access Securepak has over **one hundred and twenty-five (125)** individual active programs spanning the entire country, and is the exclusive provider to **eighteen (18) statewide DOCs**.

Access Corrections was formed in 2006 in response to the growing technology offerings of KCN. Access Corrections is committed to developing cutting-edge services and technologies to make the corrections industry more efficient and secure. We're leading the way on many fronts by streamlining how correctional facilities manage and process the flow of information, financial transactions and entertainment for inmates and their families. Access Corrections services include: inmate deposits, electronic mail, photo mail, MP3 program, debit release cards, video visitation and Data Detective software. Access Corrections is contracted with many states including **fifteen (15) DOCs** for MP3 Music, **twelve (12) DOCs** for Deposit Services and **six (6) DOCs** for electronic messaging.

Inmate Calling Solutions (ICSolutions) has been a leading provider of innovative telecommunications products and technologies since 2002. To date, ICSolutions serves over 185,000 inmates in over 200 correctional facilities nationwide, and is deployed at **six (6) statewide DOCs**. ICSolutions live technical support services are available 24/7/365. ICSolutions also provides free software upgrades to all clients, ensuring they always have the most current technology and features available.

Advanced Technologies Group (ATG) develops and supports customizable software solutions designed to support all aspects of managing offenders including: case management, electronic health records, pharmacy administration, offender funds administration, commissary operations, food service, inmate enablement (MP3, secure inmate email, electronic grievance communication, etc.), telephone services and intelligence and investigation solutions. Founded in 1991, ATG works as one with state and federal correctional agencies to operate more efficiently, as well as, help offenders become more self-reliant and better prepared to re-integrate into society. ATG's software solutions have been chosen by the Federal Bureau of Prisons and Department of Corrections in California, Iowa, Minnesota, Nevada, North Carolina and Oklahoma.

Keefe Group has over **2,500 employees** nationwide, of which KCN employs over 1,700.





Please see below for Keefe’s responses to all subsections of **Section 5.3.2** as required:

5.3.2.1 Date established;

Keefe Response: Keefe Commissary Network began conducting business in 1993. Keefe Commissary Network, Inc. was incorporated on November 21, 1994. Keefe Commissary Network, L.L.C. was organized on July 20, 1999.

5.3.2.2 Primary type of business and number of years conducting primary business;

Keefe Response: KCN’s primary business is outsourced/privatized correctional commissary operations. Keefe Supply Company, an affiliate of KCN has operated as a wholesaler of personal hygiene and food products to the correctional market for **thirty-nine (39)** years. KCN has been conducting privatized commissary operations for **twenty-one (21)** years. Access Securepak, Keefe’s package program service, has been delivering secure packages ordered by family and friends of inmates since 1997.

5.3.2.3 Ownership (public company, partnership, subsidiary, etc.);

Keefe Response: Keefe Commissary Network, L.L.C. is wholly owned by Centric Group, L.L.C.

5.3.2.4 List of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable; and

Keefe Response: Keefe Commissary Network, L.L.C. is a Missouri limited liability company that is manager-managed, as a consequence, does not have a board of directors. Please see below for a list of all Keefe officers:

<u>Name</u>	<u>Title</u>	<u>% Ownership</u>
James Theiss	President; C.E.O. – Centric	0%
Russell Willey	Chief Financial Officer – Centric	0%
Carrie Pingel	V.P./Controller – Centric	0%
Gordon Lee Rashman	Chief Information Officer – Centric/Keefe	0%
Nathan Schulte	President/G.M. – Keefe Group	0%
John Puricelli	Executive V.P./General Manager – KCN	0%
James VanGieson	V.P./General Manager – Keefe Supply	0%
Michael Manning	V.P. Access Corrections	0%
Martin Jennen	V.P. Access Securepak	0%
Karen Klohr	V.P. Controller	0%
Paul Scherer	V.P. Corporate Services	0%
Margarita Groark	V.P. Asset Management	0%
Kenneth Dubinsky	V.P. Purchasing	0%
Dana Ferrick	V.P. Marketing	0%
Dean Pollnow	V.P. Product Development	0%





Andrew Travis	V.P. Customer Service	0%
Chris Collins	V.P. Technology Development	0%
Cynthia Hunter	V.P./Controller – KCN	0%
Timothy Holloway	V.P. Business Administration – KCN	0%
Keith Johns	V.P. Sales – KCN	0%
John Vitale	V.P. Technical Services – KCN	0%
Atul Gupta	President – A.T.G.	0%
Timothy McAteer	President/G.M. – ICSolutions	0%
Steven Busch	Group Vice President – Midwest	0%
William Bosco	Group Vice President – Florida Region	0%
Brian White	Vice President of Sales – Florida Region	0%
Jeffrey Harris	Group Vice President – Eastern Region	0%
Terence Schroeder	Group Vice President – Western Region	0%
Christopher Moje	Regional Vice President – Chesapeake	0%
Timothy Nichols	Regional Vice President – Cleveland	0%
Dennis Dempsey	Regional Vice President – Reno	0%
Kevin Myers	Regional Vice President – Texas	0%
Michael T. Wells	V.P./G.M. – Keefe Packaging	0%

5.3.2.5 National accreditations, memberships in professional associations or other similar credentials.

Keefe Response: Keefe strives to support our partners in the correctional industry through numerous state, county and federal shows and events.

Below is a list of the correctional organizations KCN is proud to be a member and supporter of:

National Organizations

- American Correctional Association (ACA) – Corporate Member
- American Jail Association (AJA) – Corporate Member
- Association of Correctional Employees
- Association of State Correctional Administrators (ASCA)
- Association of Women Executives in Corrections (AWEC) – Corporate Member
- FSA Jail Administrators’ Association
- North American Association of Wardens and Superintendents (NAAWS)
- National Association of Blacks in Criminal Justice (NABCJ) – Corporate Member
- National Association of Counties (NACo)
- National Correctional Industry Association (NCIA)
- National Organization of Hispanics in Criminal Justice (NOHCJ)
- National Sheriffs’ Association (NSA) – Corporate Member
- Southern States Correctional Association (SSCA)





United States Deputy Wardens' Association (USDWA)
Correctional Technology Association (CTA)

State, County and Regional Organizations

Alabama State Association
Alabama Sheriffs' Association
Buckeye State Sheriffs' Association
California State Sheriffs' Association
Colorado Jail Association
Florida Council Crime Delinquency
Florida Sheriffs' Association
Georgia Jail Administrators' Association
Georgia Sheriffs' Association
Georgia Prison Wardens' Association
Idaho Corrections Association
Idaho Juvenile Justice Association
Indiana Criminal Justice Association
Indiana Sheriffs' Association
Iowa State Sheriffs' & Deputies' Association
Kansas Sheriffs' Association
Kentucky Jailer Association
Louisiana Sheriffs' Association
Louisiana Wardens' Association
Maryland Sheriffs' Association
Maryland Correctional Administrators Association
Massachusetts Sheriffs' Association
Michigan Sheriffs' Association
Minnesota Jail Administrator and Sheriffs' Association
Mississippi Jail Association
Mississippi Sheriffs' Association
Missouri Sheriffs' Association
Montana Sheriffs' and Peace Officers' Association
Nebraska Sheriffs' Association
New Hampshire Association of Counties
New Jersey County Jail Wardens' Association
New Mexico Sheriffs' Association
New York State Sheriffs' Association
North Carolina Correctional Association
North Carolina Jail Administrators' Association
North Carolina Sheriffs' Association
Ohio Correctional and Court Services Association
Ohio Justice Alliance for Community Corrections
Ohio Wardens and Superintendents Association
Oklahoma Sheriffs' Association
Oregon Criminal Justice Association
Oregon State Sheriffs' Association





Pennsylvania Prison Wardens' Association
South Carolina Correctional Association
South Carolina Jail Administrators' Association
South Carolina Sheriffs' Association
South Dakota Sheriffs' Association
Tennessee Jail Administrators' Association
Tennessee Sheriffs' Association
Texas Correctional Association
Texas Jail Association
Sheriffs' Association of Texas
Virginia Association of Regional Jails
Virginia Correctional Association
Virginia Sheriffs' Association
Virginia Sheriffs' Institute
Washington State Jail Association
West Virginia Association of Correctional Employees
Western Regional Association

Publications/Sponsorships

ACA Buyer's Guide
ACA Conference Program Book
ACA Conference Planning Guide
Exhibit Hall Grand Opening Sponsor (ACA)
AJA Conference Program Book
AJA Product Service Directory
American Jails Magazine (AJA)
Sheriff's Reception Sponsor (AJA)
Amachi Big Brothers Big Sisters of Eastern Missouri Corporate Sponsor
Conference Hospitality Reception Sponsor (AWEC)
Corrections Forum
Correctional News
Corrections Today Magazine (ACA)
Corporate Sponsor (NAAWS)
NABCJ Commitment Newsletter
NABCJ Corporate Sponsor
NCIA News
NCIA Product Service Directory
NCIA Conference Planning Guide
NCIA Conference Program Book
NCIA Full Conference Sponsor (NCIA)
Reception Sponsor (NOCHJ)
NSA Buyer's Guide
NSA Conference Planning Guide
NSA Conference Program Book
Platinum Level Corporate Sponsor (NSA)
Puppies Behind Bars Corporate Sponsor





Sheriff Magazine (NSA)
Thoroughbred Retirement Foundation Corporate Sponsor
Ultimate Guide for Sheriffs'
United Way Corporate Sponsor





Narrative/Record of Past Experience

Keefe has read, understands and is in compliance. Keefe exceeds the mandatory responsiveness requirement that the bidder has **five (5)** years of business/corporate experience with the last **seven (7)** years in the provision of the food and property package program services with **two (2)** years of this experience being in a correctional or other security/law enforcement setting. Keefe has provided details of this experience below so that the Department is able to judge its complexity and relevance.

Since 1997, Securepak has been offering a better alternative than family and friends sending packages directly to the facilities. Securepak allows friends and family to order packages from a facility-approved menu via toll-free number, secure website, mail or fax. Currently, Access Securepak has over **one hundred and twenty-five (125)** individual active programs spanning the entire country, and is the exclusive provider to **eighteen (18) statewide DOCs**. Please refer to **pages 29 – 36** for detailed overviews of Keefe's experience with similar projects.

Please see below for Keefe's responses to all subsections of **Section 5.3.3** as required:

- 5.3.3.1 Relevant experience providing food and property package program services or other related type services and number of years of experience including sufficient detail to indicate whether the bidding entity served as primary contractor or subcontractor in the provision of such services;

■ **Keefe Response:** Keefe has over **thirty-nine (39)** years of experience in providing commissary services to the correctional market and KCN has over **twenty-one (21)** years of experience in providing outsourced/privatized commissary services. Keefe has been processing family and friends placed package orders for delivery to inmates in correctional facilities for over **sixteen (16)** years. We have programs with **twenty-three (23)** State DOCs of which **eighteen (18)** are exclusively serviced by Keefe. We provide package programs to approximately **one hundred (100)** county jails. Keefe shipped over 1,000,000 family and friends placed package orders in 2013.

- 5.3.3.2 Proof of issuance of any current required license, permit, or registration for the bidding entity;

■ **Keefe Response:** Please see **page 27** for Keefe's Certificate of Good Standing with the State of Florida. Keefe will provide any additional licenses or permits requested by the FL DOC.





State of Florida Department of State

I certify from the records of this office that KEEFE COMMISSARY NETWORK, L.L.C. is a Missouri limited liability company authorized to transact business in the State of Florida, qualified on September 20, 1999.

The document number of this limited liability company is M99000001478.

I further certify that said limited liability company has paid all fees due this office through December 31, 2013, that its most recent annual report was filed on April 30, 2013, and its status is active.

I further certify that said limited liability company has not filed a Certificate of Withdrawal.

*Given under my hand and the
Great Seal of the State of Florida
at Tallahassee, the Capital, this
the Eighteenth day of December,
2013*



Ken Detjmer
Secretary of State

Authentication ID: CU6312008383

To authenticate this certificate, visit the following site, enter this ID, and then follow the instructions displayed.

<https://efile.sunbiz.org/certauthver.html>





5.3.3.3 Description of population to whom services have been provided, including number of service recipients and demographics;

■ **Keefe Response:** Keefe provides package programs services to **twenty-three (23)** State DOCs and over **one hundred (100)** county jails representing over **850,000 inmates**. Keefe develops a specific menu for each program using the following demographics – gender, age, race, nationality, religious beliefs.

5.3.3.4 Availability of resources (other than financial) -such as supplier networks, human resources, specialty personnel, information management systems, etc., to work on this project;

■ **Keefe Response:** Keefe Group has an in-house Product Development staff dedicated to researching and producing new products in correctional-friendly packaging. In 2013, Keefe introduced **fifty-four (54)** new products ranging from **Maxwell House® Espresso** to **Kellogg's®** cereals in re-sealable pouches with clear windows for added security.

Keefe is the only commissary provider to maintain its own packaging facility completely devoted to packaging products for the correctional market. Keefe's 100,000 square foot state-of-the-art packaging plant produces over **sixty (60) million** pouches of product annually. Some of these pouch products include: **Maxwell House® coffee, Velveeta® Macaroni & Cheese, Keefe 100% Colombian Coffee, E.Z. Digby's® candy, Cactus Annie's® chips and snacks, Keefe Kitchens® rice** and much more.

Keefe employs a team of **seven (7)** staff members dedicated to Access Securepak web development. This team is responsible for the development, setup and support of more than **two hundred and fifteen (215)** separate websites that Keefe maintained during 2013.

Keefe employs over **ninety (90)** Customer Service Representatives in our Call Centers located in St Louis, MO dedicated to Access Securepak order placement.

Keefe employs over **fifty (50)** warehouse employees in our St Charles, MO distribution center dedicated to the operations of Access Securepak.

Keefe employs **fifteen (15)** dedicated administrative staff members to support the various functions (marketing, refunds, facilities issues, package tracking, etc.) of Access Securepak in our St Louis, MO Corporate office.





5.3.3.5 A list of at least 10 – 15 contracts related to the scope of services should be listed. The list should include names of the entity contracted with, addresses, phone numbers, e-mail addresses, name of Contract Manager(s) or senior official responsible for the Contract;

Keefe Response: Please see below for Securepak contracts related to the scope of services of DC ITB-13-016.

Arizona Department of Corrections

Contact: Caroline Haack
Address: 1601 West Jefferson
Phoenix, AZ 85007
Phone: 602-542-4924
Email: chaack@azcorrections.gov

- Arizona has 44,000 inmates
- Access Securepak is the sole vendor for a year round program
- Inmates allowed \$80 package per month/quarter
- Orders are shipped weekly to each facility
- Orders placed by family / friend
- Packages include food and hygiene

Arkansas Department of Corrections

Contact: Eddie Powell, Fiscal Support Manager
Address: Administrative Annex East
2403 East Harding
Pine Bluff, AR 71601
Phone: 870.850.8576
Email: Eddie.Powell@arkansas.gov

- Arkansas has 14,000 inmates
- Access Securepak is an approved vendor for bi-annual program
- Packages include food items
- Limits are \$108.50/inmate
- Access Securepak processes approximately 8,000 packages per year





California Department of Corrections & Rehabilitation

Contact: Lt. Kurtis Aronsen
Address: 1515 S Street, Room 330N
Sacramento, CA 95814
Phone: 916-323-3512
Email: Kurtis.Aronsen@cdcr.ca.gov

- California has 140,000 inmates
- Access Securepak is an approved vendor at all 32 state correctional facilities
- Access Securepak processes over 180,000 packages/year for CA
- Weight limit is 30lbs per package
- Orders placed by family / friend or money from an inmate's account

Florida Department of Corrections

Contact: Shane Phillips
Address: 501 South Calhoun Street
Tallahassee, FL 32399-2500
Phone: 850-717-3957
Email: phillips.shane@mail.dc.state.fl.us

- Florida has 87,000 inmates
- Access Securepak is the sole vendor for a year round program
- 1 property package per quarter
- Orders are shipped daily to each facility
- Orders placed by family / friend Packages include food and clothing

Georgia Department of Corrections

Contact: Tammy Sexton, *Manager, Business Management Unit*
Address: P.O. Box 1529
300 Patrol Road, Ponder Building
Forsyth, Georgia 31029
Phone: 478-992-6327
Email: sextot00@dcor.state.ga.us

- Georgia has 54,400 inmates
- Access Securepak is the sole vendor for a quarterly food program and year round property program
- Maximum \$100/inmate or 15 lb. package
- Orders are placed by family / friends
- Consolidated orders are shipped to each facility
- Access Securepak processes approximately 75,000 packages per year





Idaho Department of Corrections

Contact: Julie McKay
Address: 1299 N. Orchard Street, Suite 110
Boise, ID 83706-2235
Phone: 208-658-2176
Email: jmckay@idoc.idaho.gov

- Idaho has 8,000 inmates
- Access Securepak is the sole vendor for a quarterly program
- Inmates allowed packages worth \$160 per quarter
- Orders are shipped weekly to each facility
- Orders placed by family / friend or money from an inmate's account
- Packages include food and hygiene

Massachusetts Department of Corrections

Contact: Walter Stowe
Address: 50 Maple Street, Suite 3
Milford, MA 01757
Phone: 508-422-3402
Email: walter.stowe@state.ma.us

- Massachusetts has 11,000 inmates
- Access Securepak is the sole vendor for a bi-annual program
- Packages include food and hygiene products
- Limits are (1) \$75/inmate per program
- Orders are placed by family / friends
- Orders are shipped weekly

Michigan Department of Corrections

Contact: Carol Wilson
Address: 4000 Cooper Street
Jackson, MI 49201
Phone: 517-780-6076
Email: wilsonc5@michigan.gov

- Michigan has 46,000 inmates
- Access Securepak is the sole vendor for quarterly programs
- Packages include hygiene and food items
- Item restrictions vary per facility
- Limits are (1) \$85.00 package per inmate per quarter
- Orders are shipped weekly to each facility
- Orders placed by family / friends or money from an inmate's account
- Access Securepak processes approximately 90,000 packages per year





Mississippi Department of Corrections

Contact: Deputy Commissioner Archie Longley

Address: 723 N. President Street
Jackson, MS 39202

Phone: 601-359-5610

Email: alongley@mdoc.state.ms.us

- Mississippi has 20,000 inmates
- Access Securepak is the sole vendor for bi-annual package programs
- Packages include food products
- Maximum \$100/inmate
- Weekly shipments each facility will receive one shipment per week
- Orders placed by family / friends or money from an inmate's account
- Access Securepak processes approximately 17,000 packages/year

Nevada Department of Corrections

Contact: Russ Williams

Address: 5500 Snyder Avenue, Building #17
Carson City, NV 89701

Phone: 775-887-3305

Email: rwilliams@doc.nv.gov

- Nevada has 12,500 inmates
- Access Securepak is the sole vendor for a quarterly program
- Inmates allowed 1 food package and 1 property package per quarter
- Orders are shipped daily to each facility
- Orders placed by family / friends or money from an inmate's account
- Packages include food and clothing

New Mexico Department of Corrections

Contact: David Bourger

Address: 4337 State Road 14
Santa Fe, NM 87502-0116

Phone: 505-827-8906

Email: David.Bourger@state.nm.us

- New Mexico has 6,000 inmates.
- Access Securepak is the sole vendor for holiday package programs
- Packages include food products
- Maximum \$70/inmate
- Consolidate orders for one shipment per facility
- Orders placed by family / friends or money from an inmate's account
- Access Securepak processes approximately 1300 packages per year





New York Department of Corrections

Contact: Varies by correctional facility

Address: 1220 Washington Avenue
Albany, NY 1226-2050

Phone: Contact Greg Stroman at 732-509-0138 for contact information

- New York has 58,000 inmates
- Access Securepak is an approved vendor for a year round program
- Inmates allowed 2 pkgs/month
- Orders are shipped daily to each facility
- Orders placed by family / friends or money from an inmate's account
- Packages include food, hygiene, clothing and electronics

Ohio Department of Rehabilitation and Correction

Contact: Terry Tibbals

Address: 770 West Broad Street
Columbus, OH 43222

Phone: 614-752-1715

Email: terry.tibbals@odrc.state.oh.us

- Ohio has 52,000 inmates
- Access Securepak is an approved vendor for a year round program
- Weight limit is 30 lbs. per package
- Program allows both food and non-food items
- Access Securepak processes in excess of 75,000 packages annually

Oklahoma Department of Corrections

Contact: Terri Mayo

Address: 201 E. Cherokee
McAlester, OK 74501

Phone: 918-421-3217

Email: terri.mayo@doc.state.ok.us

- Oklahoma has 25,000 inmates
- Access Securepak is a vendor for the holiday package program
- Packages include food items
- Each facility chooses their vendor
- Access Securepak is an approved vendor at 18 facilities
- Limits are \$80/inmate
- Orders placed by family / friends or money from an inmate's account
- Access Securepak processes approximately 5,000 packages per year





Pennsylvania Department of Corrections

Contact: Timothy Ringler, Deputy Secretary for Administration
Address: 2520 Lisburn Road
Camp Hill, PA 17011
Phone: 717-975-4865
Email: tringler@state.pa.us

- Pennsylvania has 51,000 inmates
- Access Securepak is the sole vendor for a year round quarterly program
- Packages include food items
- Limits one \$80 package per inmate per quarter
- Orders placed by family / friends or money from an inmate's account.
- Access Securepak processes approximately 45,000 packages/year

Rhode Island Department of Corrections

Contact: Joanne Hill
Address: 40 Howard Avenue
Cranston, RI 02920
Phone: 401-462-2617
Email: Joanne.Hill@doc.ri.gov

- Rhode Island has 3000 inmates
- Access Securepak is the sole vendor for a seasonal program
- Inmates allowed 1 package per week
- Orders are shipped weekly to each facility
- Orders placed by family / friends or money from an inmate's account
- Packages include food and clothing

South Carolina Department of Corrections

Contact: Donna Grooms
Address: 4420 Broad River Road
Columbia, SC 29210-4012
Phone: 803-896-2009
Email: grooms.donna@doc.sc.gov

- South Carolina has 21,000 inmates
- Access Securepak is the sole vendor for bi-annual package program
- Packages include food and clothing products
- Food maximum \$150/inmate plus quantity limits on clothing
- Multiple senders can place orders not to exceed the limits
- Consolidate orders for one shipment per facility
- Orders placed by family / friends or money from an inmate's account
- Access Securepak processes approximately 25,000 packages per year





Tennessee Department of Corrections

Contact: Terry Anderson
Address: 360 6th Avenue, Rachel Jackson Building – 2nd Floor
Nashville, TN 37243
Phone: 423-727-7387, ext. 1024
Email: Terry.C.Anderson@tn.gov

- Tennessee has 20,000 inmates
- Access Securepak is the sole vendor for annual food program
- Packages includes food items
- Limits are \$125/inmate
- Access Securepak processes approximately 8,000 packages per year

Vermont Department of Corrections

Contact: Matt Spille
Address: 426 Industrial Avenue – Suite 120
Williston, VT 05495
Phone: 802-951-5070
Email: matthew.spille@state.vt.us

- Vermont has 2075 inmates
- Access Securepak is the sole vendor for a year round program
- Inmates allowed \$85 package per week (Securepak Food Program)
- Inmates allowed \$50 package every 2 weeks (Securepak Property)
- Securepak Food orders are shipped weekly to each facility
- Securepak Property orders are shipped bi-weekly to each facility
- Orders placed by family / friends
- Packages include food, hygiene and clothing

Virginia Department of Corrections

Contact: Louis Cei, Ph.D., *Special Programs Manager & Contract Administrator*
Address: 6900 Atmore Drive
Richmond, VA 23225
Phone: 804.221.9030
Email: Louis.Cei@vadoc.virginia.gov

- Virginia has 30,000 inmates
- Access Securepak is the sole vendor for a quarterly program
- Packages include food items
- Limits are \$125/inmate
- Access Securepak process approximately 50,000 packages per year





Washington Department of Corrections

Contact: Susan Newton or Sherralee Syrovoy

Address: Correctional Industries West
801 88th Avenue SE
Tumwater, WA 98501

Phone: 360-725-9108 or 360.725-9142

Email: smnewton@doc1.wa.gov or sherraleee.syrovoy@doc.wa.gov

- Washington has 17,000 inmates
- Access Securepak is the sole vendor for the holiday package program and year round property program
- Holiday Packages include food items – Property Packages contain personal property type items
- Orders placed by family / friends or money from an inmate's account.
- Access Securepak processes approximately 35,000 packages/year

West Virginia Department of Corrections

Contact: Karen Pszczolkowski

Address: 112 Northern Regional Correctional Drive
Moundsville, WV 26041

Phone: 304-843-4067

Email: Karen.A.Pszczolkowski@wv.gov

- West Virginia has 6,500 inmates
- Access Securepak is the sole vendor for the Holiday Program
- Packages include food items
- Maximum \$100/inmate – product restrictions vary
- Access Securepak is an approved vendor at 10 facilities
- Orders placed by family / friends or money from an inmate's account.
- Access Securepak processes approximately 700 packages per year





5.3.3.6 A list of contracts the bidder has provided services under that were terminated or cancelled prior to original expiration date by any party or for which bidder requested termination or cancellation, or reached mutual agreement on termination or cancellation prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated or cancelled, the bidder should provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract;

Keefe Response: While Securepak has never had a package program contract terminated prior to expiration, KCN has lost **seven (7)** commissary accounts prior to contract expiration in the past **five (5)** years. Please see below for detailed information:

Brunswick County Jail – ADP 120

Address: 80 Stamp Act Dr. NE
Bolivia, NC 28422

Contact: Jane Evans
Phone: 910-253-2762
Date Lost: 5/1/11
Reason: Customer with Keefe since 2003, we were on our second base contract. Prior to the base term expiration, the County opted to go with a competitor who offered a higher commission. Not a formal RFP process.

Carroll County Department of Corrections – ADP 50

Address: 20 County Farm rd.
Ossipee, NH 03864

Contact: Jason Johnson
Phone: 603-539-2282
Date Lost: 5/1/12
Reason: Prior to base term expiration, the county accepted a higher commission offering from a competitor. This was not a formal RFP process.

Eastern Ohio Correctional Male Facility – ADP 100

Address: 470 State Route 43
Wintersville, OH 43952

Contact: Todd Cottrell
Phone: 740-765-4324
Date Lost: 2/1/12
Reason: Customer with Keefe since 2005, we were on our second base contract. County wanted to add deposit services but we would not begin services until we received our money transmitter license from the State. The county opted to go with a competitor who offered a higher commission and would start deposits without the required money transmitter license. Not a formal RFP process.

Mason County Detention Center – ADP 140





Address: 702 U.S. 68
Maysville, KY 41056
Contact: Diane Phillips
Phone: 606-564-3621
Date Lost: 2/1/10
Reason: County accepted a higher commission offering from a competitor prior to base term expiration. This was not a formal RFP process.

Montgomery County Jail – ADP 554

Address: 250 S. McDonough St.
Montgomery, AL 36104
Contact: Myrtle Singleton
Phone: 334-832-7790
Date Lost: 11/1/11
Reason: Prior to base term expiration, facility switched to a competitor. This was not a formal RFP process. Current commission is higher than the commission received from Keefe.

Washoe County Sheriff's Department – ADP 1,100

Address: 911 E. Parr Blvd.
Reno, NV 89512
Contact: Adam Hopkins
Phone: 775-328-3001
Date Lost: 5/1/13
Reason: Prior to base term expiration, facility switched to a competitor. This was not a formal RFP process. Current commission is higher than the commission received from Keefe.

Watauga County Jail – ADP 120

Address: 184 Hodges Gap Rd.
Boone, NC 28607
Contact: Pat Thomas
Phone: 828-265-7614
Date Lost: 9/1/11
Reason: Customer with Keefe since 2007, we were on our second base contract. County wanted to add deposit services but we would not begin services until we received our money transmitter license from the State. The county opted to go with a competitor who offered a higher commission and would start deposits without the required money transmitter license. Not a formal RFP process.





~~5.3.3.7 Summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or other regulatory agency against made against the bidder, bidder's corporate staff, or any entity affiliated with the bidder, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the bidding entity including work as a partner, joint venture or subcontractor (Bidder should identify the amount of any payments or fines imposed in regard to any of the foregoing).~~

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

Keefe Response: Per the Department's answer to Question #17 on **Addendum #1** for DC ITB-13-016, **Subsection 5.3.3.7** has been deleted.





Business/Corporate References

Please see the following page for Keefe's completed **Attachment 2 – Business Corporate Reference Form**. The references listed on **Attachment 2** qualify as current experience per FL DOC requirements listed in **Section 5.3.4**.




ATTACHMENT 2 – BUSINESS CORPORATE REFERENCE FORM
DC ITB-13-016

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

- 1.) Name of Company/Agency: Arkansas Department of Correction
Contact Person: Eddie Powell, Fiscal Support Manager
Phone Number: 870.850.8576
Address: Admin. Annex East, 2403 E. Harding, Pine Bluff, AR 71601
Email Address: Eddie.Powell@arkansas.gov
- 2.) Name of Company/Agency: Georgia Department of Corrections
Contact Person: Tammy Sexton, GCPA, Manager - Business Management Unit
Phone Number: 478.992.6327
Address: P.O. Box 1529, 300 Patrol Rd, Ponder Bldg., Forsyth, GA 31029
Email Address: sextot00@dcor.state.ga.us
- 3.) Name of Company/Agency: South Carolina Department of Corrections
Contact Person: Randy McElveen, Canteen/Commissary Branch Chief
Phone Number: 803.896.2009
Address: 4420 Broad River Road, Columbia, SC 29210-4012
Email Address: McElveen.Randy@doc.sc.gov
- 4.) Name of Company/Agency: Virginia Department of Corrections
Contact Person: Louis Cei, Ph.D., Special Programs Manager & Contract Administrator
Phone Number: 804.887.8276
Address: P.O. Box 26963, Richmond, VA 23261
Email Address: Louis.Cei@vadoc.virginia.gov

Keefe Commissary Network, L.L.C.
Name of Bidder's Organization

 5/29/14
Signature of Authorized Representative and Date
MARTIN JENNER
Print Name



TAB 4 PROJECT STAFF

Keefe has included resumes for the equivalent of both its Chief Executive Officer and Administrative Project Manager for Food and Property Package Program Services.

As President of Keefe Group, Nathan Schulte's title, role, responsibilities, qualifications and experience are equivalent to the "Chief Executive Officer" for Keefe as requested in DC ITB-13-016. Please see **page 42** for Nathan's resume.

As Vice President of Access Securepak, Martin Jennen will serve in the capacity of Administrative Project Manager responsible for the food and property package program services contract described in DC ITB-13-016. Martin's experience, qualifications, responsibilities, and job functions are equivalent to those required for the "Administrative Project Manager", as requested in the ITB. Please see **page 43** for Martin's resume.





Nathan Schulte

President
10880 Lin Page Place
St. Louis, MO 63132
314.963.8700

EDUCATION:

Bachelor of Science in Business Administration
Washington University **1997**

EMPLOYMENT HISTORY:

President **2011 - Present**
Keefe Group

Highest ranking officer directly responsible for all of the Keefe Group operating companies (Keefe Supply Company, Keefe Commissary Network, Access Securepak, Access Corrections, ICSolutions, Advanced Technologies Group) and over 2,500 employees nationwide.

President **2007 - 2011**
TRG Group

As President of TRG Group, a global distributor in 90 countries and manufacturer of consumer goods in the travel gear, footwear and accessory categories, Nathan was directly responsible for all employees, facilities, assets, sales, costs, marketing and day-to-day operations.

Executive Vice President **2004 - 2007**
TRG Group

As Executive Vice President, Nathan was responsible for the logistics, procurement, design, development, manufacturing and distribution of consumer goods for TRG Group.

Vice President **1997 - 2004**
Centric Group, L.L.C.

At Centric Group, the parent company of Keefe Group, Nathan had numerous corporate responsibilities including the administration of information technology, real estate, insurance, various business acquisitions and financial administration.

EXPERIENCE:

Nathan has spent his entire career with Keefe Group and its affiliates, the majority of which in an executive role responsible for total oversight of company operations. Nathan has significant experience in the management and logistics related to Keefe Group’s primary business functions, most important of which being large-scale commissary implementations.





Martin Jennen

Vice President, Access Securepak
10880 Lin Page Place
St. Louis, MO 63132
314.919.4114

EDUCATION:

**Bachelor of Science in Business Administration and
Economics/Finance**
Arkansas Tech University **1983**

EMPLOYMENT HISTORY:

Vice President **2007 - Present**
Access Securepak

As Vice President of Access Securepak, Martin is responsible for the sales, forecasting, shipping and financial reporting related to Access Securepak.

President **1991 - 2007**
American Commissary Supply – US, Inc.

A nationwide supplier to the correctional industry specializing in inmate package programs, Martin was responsible for all employees, facilities, sales, costs, marketing and day-to-day operations, until acquired by Keefe Group in October 2007.

Technical Buyer **1989 - 1991**
Sanden International

A manufacturer of automotive air conditioning compressors with direct sales to all major car manufacturers worldwide, Martin was responsible for the planning, procurement and cost adherence for all major components.

Purchasing Agent **1983 - 1989**
Campbell Soup Company

A major manufacturer of processed foods, Martin was responsible for the planning, procurement and cost adherence for several lines of food ingredients.

EXPERIENCE:

Martin has spent the past 23 years in executive roles servicing the correctional industry and has been personally involved in the successful launch of over 15 statewide Department of Correction inmate package programs.





TAB 5
ADDENDUM ACKNOWLEDGMENT FORMS

Keefe has completed and included all **Addendum Acknowledgment Forms** received under **Tab 5** as required by **DC ITB-13-016**.





TAB 6

MINORITY/SERVICE DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION

Keefe Commissary Network, L.L.C. is not a certified minority business enterprise (MBE) or Service Disabled Veteran Business Enterprise (SDVBE). However, Keefe currently purchases and will continue to purchase canteen products from MBE vendor(s) that are certified by the State of Florida, in the provision of services under this ITB. Keefe will continue to comply with the monthly reporting requirements as provided to the Minority Business Coordinator, in the provision of services under this ITB.





TAB 7
PRICE INFORMATION SHEET

Keefe has read, understands and adhered to all requirements contained in **Section 5.7.1.**

Please see following page for Keefe's completed **Attachment 4 – Mandatory Price Information Sheet.**



MANDATORY FORM
ATTACHMENT 4 - PRICE INFORMATION SHEET
DC ITB-13-016
FOOD AND PROPERTY PACKAGE PROGRAM SERVICES

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

Commission Rate	21%
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Keefe Commissary Network, L.L.C.
Name of Bidder's Organization

Martin Jennen
Signature of Authorized Representative

Martin Jennen
Print Name

7-17-14
Date



TAB 8
EXHIBIT H - DEPARTMENT-APPROVED EQUIVALENTS

Keefe understands and will adhere to all requirements to provide products as set forth in *Exhibit H, Department-Approved Equivalents*, as amended in Addendum 12 dated July 21, 2014 of the RFP.

Keefe proposes to provide the 114 unique products as listed on the attached exhibit, which were selected from *Exhibit H* dated July 21, 2014.



Authorized Signature

Martin Jennen – Vice President

Printed Name and Title

July 22, 2014

Date



Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Keefe Proposed 114 item list

NOTE: Final bid response shall not have more than 114 food and property items.

Line #	Product Brand Name and Description
1	Cert's, Peppermint
2	Snickers
3	Jolly Rancher Original Assortment
4	Lifesavers Sugar Free, 5 Flavors
4	Sweet Obsession Milk Chocolate Bar
5	Old Fashioned Assorted Hard Candy
6	Dolly Madison Powdered Mini Donuts, 6 pk
7	Jack Link's Beef and Jalapeño Cheese Sticks
8	Jack Link's Beef Summer Sausage, Hot
9	Jack Link's Beef Summer Sausage, Original
10	Jack Link's Lil' Chub, Hickory Smoked sausage, Hot
11	O'Brien's Spicy Meat Snack & Jalapeno Cheese
12	Cactus Annie's Pork Rinds
13	Moon Lodge, Stuffed Jalapeno Chips
14	Moon Lodge Whole Shabang
15	Cactus Annie's Habanera Tortilla
16	Caso De Oro Pork Craklins, Regular
17	Fritos Chili Cheese Corn Chips
18	Fritos Flamin' Hot Cheetos
19	Doritos Nacho Cheese Chips
21	Sunshine Hot & Spicy CHEEZ-IT
22	Oreo Cookies
23	Nabisco Swiss Crème Cookies
24	Cloverhill Cheese Cherry Danish
25	Cloverhill Apple Danish
26	Mrs. Freshley's Texas Cinnamon Roll
27	Zippy Cake Strawberry Cereal Bar
28	Malt-O-Meal Cereal, Honey Graham Squares (Single Serve)
29	Cloverhill Big Texas Cinnamon Roll
30	Zippy Cake, ZuZu's Strawberry
31	Zippy Cake Jumbo Chocolate Honey Bun
32	Zippy Cake Bear Claw
33	Mrs. Freshley's Buddy Bar, 2 pack
34	Mrs. Freshley's Iced Grand Honey Bun
35	Mrs. Freshley's Big Cheese Round danish
37	Cloverhill Fried Cinnamon Bun
38	Quaker Oatmeal, Instant, Apple Cinnamon
39	Quaker Oatmeal, Instant, Maple Brown Sugar
40	Grandma's Chocolate Chip Cookies
41	Granny's Oven Strawberry Shortbread cookies
42	Galletas, Cookies, Marias
43	Zippy Cake Iced Oatmeal Cookies

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Keefe Proposed 114 item list

NOTE: Final bid response shall not have more than 114 food and property items.

Line #	Product Brand Name and Description
44	Keebler Graham Crackers, 2ct.
45	Nabisco Simply Social Crackers
46	Lance Jalapeno Cheddar Crackers
47	Lance Nip Chee Crackers
48	Keebler Club Crackers
49	Ritz PB Sandwich Cracker
50	Texas Tito's Big Fat Juicy Hot Dill Pickle
50	Mrs. Freshley's Fudge Bake Brownie
51	Planters Salted Peanuts
52	Squeezer Squeez-ums Peanut Butter
53	Kraft Chocolate Pudding
54	Kraft Vanilla Pudding
55	Brushy Creek Pull Chicken in Buffalo Wing Style Sauce
56	Brushy Creek Seasoned Beef Crumbles
57	Maruchen Ramen Lime Shrimp w/Hab
58	Maruchen Ramen Roast Chicken
59	Maruchen Ramen Roast Beef
60	Maruchen Ramen Chili
61	Maruchen Ramen Cajun Chicken
62	Fresh Catch Light Tuna in Water
63	Fresh Catch Tuna w/Jalapenos
64	Chicken of the Sea, Mackerel
65	Fresh Catch Mackerel Fillet in Soybean Oil
66	Maxwell House Coffee, Individual
67	Nescafe Coffee, Individual, Taster's Choice
68	Sweet Fusions Orange Drink Mix, Single Serve
69	Swiss Miss Hot Cocoa with Marshmallows
70	Kar's Salted Peanuts
71	Kar's Hot & Spicy Peanuts
72	Kar's All Energy Trail Mix
73	Carmela Vienna Sausage Bites
74	Sweet Sue Premium Chunk Ham
	Male
75	Reebok Classic Running Shoe, Low Top, Leather white/Grey
76	Nike Basic Leather Shoe, Low Top, White/Grey
77	New Balance cross Trainer, Low Top, Soft Leather Athletic Shoes
78	Russell Athletic Gray Sweatshirt
79	Erick Hunter Gray Sweatshirt
80	Soft Touch Gym Shorts, Navy Blue
81	Gildan Men's Boxers, 4 pack
82	Players Men's Boxer, 2 pack
83	Hanes Crewneck T-Shirt, 3 pack

Exhibit H - Department-Approved Master Food and Property Package Program List (Rev. 7/21/14)

Keefe Proposed 114 item list

NOTE: Final bid response shall not have more than 114 food and property items.

Line #	Product Brand Name and Description
84	PRIDE/Players Crewneck T-Shirt 2 pk, White
85	Indera Mills Thermal Underwear, Pants
86	Indera Mills Thermal Underwear, Shirts
87	Soft Touch Cotton Crew Socks
88	Master Lock 31mk
89	Nike Overplay VIII Mid White
90	Reebok Royal Trainer Men's White Tennis Show
91	New Balance M490AWL2 White D Width, 2E Width & 4E Width
92	Shoe Corp Leather Work Boot, Black
93	Russell No Pocket Sleep Shirt White
94	Hanes Mens Tagless T-Shirt, 3pk, White
	Female
95	Reebok Classic Nylon Athletic Shoes
96	Russell Athletic Gray Sweatshirt
97	Erick Hunter Gray Sweatshirt
98	Soft Touch Gym Shorts, Navy Blue
99	Indera Mills Thermal Underwear, Pants
100	Indera Mills Thermal Underwear, Shirts
101	Fruit of the Loom T-Shirt, Gray, (No Pocket)
102	Just My Size Bra, 42-44B, 38-48C, 38-48D, 38-50DD
103	Hanes Bra, Cotton Curves, 34 B, 36B, 38B, 36C
104	Champion Sports Bra, White
105	Hanes Cotton Briefs, White, 3pk
106	Soft Touch Cotton Crew Socks
107	Master Lock 31mk
108	Nike Women's New Model T-Lite XI Cross Training White/Gray
109	Russell No Pocket Sleep Shirt White
110	Hanes Comfort Soft Wire Free Bra, 34A, 36A, 34B, 36B, 38B, 36C, 38C
111	Just My Size Comfort Strap Bra, 38-50C, 38-50D, 38-50DD
112	Hanes Comfort Flex sport Bandini
113	Russell No Pocket T-Shirt Grey
114	Hanes Her Way Women's Briefs, 3pk, White