

REQUEST FOR PROPOSAL
PD 24-25.071
INMATE COMMISSARY AND BANKING SERVICES

Escambia County
213 Palafox Place
Pensacola, FL 32502-5822

RELEASE DATE: March 27, 2025
DEADLINE FOR QUESTIONS: April 14, 2025
RESPONSE DEADLINE: April 22, 2025, 1:00 pm

RESPONSES MUST BE SUBMITTED ELECTRONICALLY TO:

<https://secure.procurenw.com/portal/escambiacountyfl>

Escambia County
REQUEST FOR PROPOSAL
Inmate Commissary and Banking Services

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1. Introduction

1.1. [Summary](#)

Escambia County Corrections Department (ECCD) intent of this Request for Proposal (RFP) is to seek services of a qualified and experienced vendor to provide an Inmate Commissary and Banking Services for the Escambia County Corrections Department. This Inmate Commissary and Banking Software System will be designed to manage inmate funds, process commissary orders, and ensure secure financial transactions within the correctional facilities. The vendor will provide information on the furnishing delivery, installation and maintenance of hardware and software for Inmate Commissary and Banking Services.

1.2. [Background](#)

The Escambia County Corrections Department is responsible for the care, custody and control of the population housed within residential facilities located throughout the County. The locations, average daily populations, housing designations, average daily releases and percentage of indigent inmates are listed in the tables below.

Facility Name	Facility Address	Average Daily Population (2024)	Housing Designation
Escambia County Jail	3080 N Pace Blvd. Pensacola, FL 32505	1260	Minimum to High Maximum
Escambia County Work Annex	601 Highway 297A Cantonment, FL 32533	193	Minimum

1.3. [Contact Information](#)

Kent Jensen

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Department:

Purchasing

1.4. [Timeline](#)

Release Project Date	March 27, 2025
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<p>Pre-Solicitation Meeting (Mandatory)</p>	<p>April 8, 2025, 11:00am</p> <p>Microsoft Teams; Jail 3rd Floor Muster Training Room, Escambia County Jail, 3080 N Pace Blvd, Pensacola, FL 32505</p> <p>Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZGMxN2Q4MTctOGI3ZS00M2RiLTg3ODctZmRkZDFjYTI4MDRj%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d Meeting ID: 286 313 594 376 Passcode: gu7EV6LY</p> <hr/> <p>Dial in by phone +1 863-333-5817,,456437307# United States, Lakeland Find a local number Phone conference ID: 456 437 307#</p>
<p>Question Submission Deadline</p>	<p>April 14, 2025, 2:00pm</p>
<p>Submission Deadline</p>	<p>April 22, 2025, 1:00pm</p> <p>Microsoft Teams https://teams.microsoft.com/l/meetup-join/19%3ameeting_ZWI2NmRlZDktZTFhMS00NDIxLTkyYzltODUzMjkwMTU5ZDhk%40thread.v2/0?context=%7b%22Tid%22%3a%222c937adb-d946-4b31-90cc-a32f7d460fcd%22%2c%22Oid%22%3a%225d570b26-f7b8-4755-a254-bfa07774eb30%22%7d Meeting ID: 252 669 251 568 Passcode: 28tL2kT6</p> <hr/> <p>Dial in by phone +1 863-333-5817,,903841644# United States, Lakeland</p>

2. Scope of Work

2.1. Scope of Work for Inmate Commissary and Banking Services

The Escambia County Corrections Department (ECCD) seeks proposals from qualified vendors to provide comprehensive Inmate Commissary and Banking Services. The selected vendor will be responsible for delivering, installing, and maintaining the necessary hardware and software solutions that align with the operational objectives of ECCD. The objective is to offer secure, efficient, and user-friendly commissary and banking services that meet the needs of inmates while adhering to all relevant regulatory standards and guidelines.

2.2. Vendor Qualifications

Any item not specifically mentioned but necessary for the delivery and operation of the proposed system will be included in the proposal response. Vendors must be able to safely and securely provide specified services to meet the needs of inmates at Escambia County detention facilities; as well as the public, for the purpose of providing Inmate Banking and Commissary Software System. Vendor's minimum qualification criteria include, but are not limited to, the following:

1. Due to the complex nature and security concerns of correctional facilities, bidders must have at least five (5) years of recent experience that are of comparable size (1,500 inmates or greater) and complexity of providing and administering inmate banking and commissary services to city, county or state correctional facilities.
2. Must be registered to do business in the State of Florida.
3. Certification from the Vendor that they can commence full operations within sixty (60) days after notification of award.
4. Substantial compliance with the Request for Proposals content and format.
5. Vendors staff must comply with all Florida Model Jail Standards (FMJS) and accreditation requirements set for by the Florida Corrections Accreditation Commission (FCAC) and the National Commission on Correctional Healthcare at the time of implementation.
 - a. The FMJS can be found at the following link <https://www.flsheriffs.org/law-enforcement-programs/training/florida-model-jail-standards>
 - b. The FCAC standards can be found at the following link: <https://flaccreditation.org/> .
 - c. NCCHC Standards can be found at the following link: <https://www.ncchc.org/jails-and-prisons/>
6. If the Escambia County Corrections Department chooses to pursue further accreditation in the future, the bidder agrees to work collectively with the facility to meet the requirements of said additional accreditation.

7. Upon execution of a contract, the Vendor's assigned staff will be required to report to the Escambia County Corrections Administration to complete fingerprinting and background checks.
8. All Vendors will complete the Software Assessment Application Questionnaire for systems installed on the Escambia County network.

2.3. Specifications

The Vendor must install, operate, maintain and service the inmate banking and commissary system for the Escambia County Corrections Facilities continuously. For this scope, continuous means 24 hours per day, 7 days per week, 365 days per year. The hardware will be serviced and provided by the Vendor at no cost to the County. Ownership of the hardware will remain with the Vendor. The inmate banking and commissary services must be ready to be installed and fully operational at the time of proposal by the Vendor; a timeline of implementation for the inmate banking and commissary must be provided by the Vendor.

General Duties, Obligations and Standards

Beginning on the Service Commencement Date, the Vendor will operate and provide all Commissary Services in accordance with the Contract and the Operating Standards. The web-based computer system, Vendor-hosted application, will comply with all County Standards for hosted systems. Further, if the banking system, or components therein, are installed at Escambia County and solely supported by the Vendor, the provision and costs related to infrastructure, hardware, software and maintenance to operate the system will be borne solely by the Vendor. In addition, Vendors with on-site staff that will access Escambia County network will be required to sign the Information Technology Use Agreement. If the County is provided with the licensure to own and operate system, it will comply with all County standards to be installed, maintained and managed by ECCD.

The Vendor will have, after date of award, a maximum sixty (60) days transition period prior to Service Commencement Date. During this transition period the Vendor will, at a minimum, submit their proposed inventory list and applicable paperwork for ECCD's approval, obtain and install the needed computer equipment, process and submit all security requirements, mutually agree on pickup/delivery schedule/routes, create and test the interface with the Jail Management System (JMS) (CTS/America SmartCop) and inmate telephone systems (Global Tel*Link Corporation), create and test the real-time account statement/balance inquiry, run and test the monthly invoice and general ledger reports, test and train staff on the banking system, and electronically distribute/pickup inmates order forms (paper order forms are distributed/pickup when electronic system is malfunctioning).

The Vendor will attend meetings with ECCD's employees and meet at least once every three (3) months with the Contract Monitor to review the Vendor's performance in the preceding quarter and to discuss other issues regarding the service being received and/or needed.

2.4. Definitions

The following terms used in this RFP, together with amendments and attachments, will, unless the context indicates otherwise, have the meanings set forth below:

“Contract Monitor” means the employee or employees of the Escambia County Corrections Department designated to monitor operation of the Vendor for compliance with contract provisions and to coordinate actions and communications between the Department and the Vendor.

“Vendor” means the Vendor awarded the Contract to manage the Commissary.

“Commissary Services” means those functions set forth in the RFP/Contract and the Vendor’s proposal.

“Commissionable Items” means items sold to inmates at a profit. These items warrant the paying of commission to the County at the rate agreed upon in the contract. Note: Sales tax is not included as commissionable in these items.

“County” means Escambia County, Florida.

“Court Orders” means any existing or future orders or judgments issued by a court of competent jurisdiction or any existing or future settlements, stipulations, agreements to plans entered in connection with litigation which are applicable to the operation and management of inmate Commissary Services.

“Department” or **“ECCD”** means the Escambia County Corrections Department.

“Direct Supervision” means the overall philosophy of operation in which the detention officer is stationed in the pod with the inmates for the duration of his/her shift and the basic principles of direct supervision as identified by the National Institute of Corrections, which are mandatory for the performance of the Contract.

“Fair Market Value” of inmate commissary items, for the purposes of this RFP, is defined as the average price of an item (per ounce or quantity) determined by the gathering of three prices for the like item found at local community retailers.

“FMJS” means the Florida Model Jail Standards, referenced in Chapter 951.23(4)(b) of the Florida Statutes.

“Indigent Inmate” means an inmate who has less than \$1 in his/her inmate account for fourteen (14) or more consecutive days.

“Inmate” means adult male and female offenders held in the Corrections facility awaiting trial, serving a jail sentence, awaiting transportation to another jurisdiction or being held for any lawful purpose.

“New Commit Kit” means kits sold directly to ECCD for (ECCD) distribution to newly processed inmates.

“Non - (Profit) Commissionable Items” means items sold to inmates at a cost that does not include a profit (i.e. postage items, stamps, stamped envelopes, indigent items, etc.) These items are billed on the County’s monthly invoice as a separate amount.

“Non-Taxable Items” means items sold to inmates that are non-taxable as stated by statute (i.e. baked goods, medications, stamps, etc.) These items are billed on the County’s invoice at the amount charged to the inmate as a separate item and where appropriate, may be commissionable items.

“Operating Standards” means all applicable federal, state and local laws, rules, codes, regulations, Court Orders and FCAC, FMJS and NCCHC Standards, as any of the same may be supplemented or amended and those rules, regulations, policies, procedures and ordinances reasonably made applicable to a Vendor by the County. If any of the Operating Standard’s conflict with each other or with this RFP, the more stringent will apply, as reasonably determined by the ECCD.

“Service Commencement Date” means the first day of delivery of Commissary Orders.

2.5. Inmate Services

- A. The Vendor will be responsible for:
 1. Commissary order forms (See attached current Order Form with all catalog items): Order forms will be accessed through our tablet system (Global Tel*Link). The commissary order forms will contain the necessary information for ECCD to identify the inmate and the inmate’s location in each Corrections facility, as well as the items ordered, including, at a minimum the following information:
 - a. Last name, first name, middle initial
 - b. Facility Location
 - c. Jail or Work Annex Number
 - d. Housing location
 - e. Item name, quantity and cost
 - f. Gender Specific allowable items
 - g. List of indigent items and recoverable costs
 - h. Signature line for inmate with the Tablets setup for inmates to acknowledge the order
 - i. Date of Order
 - j. Statement of tax rate
 2. Currently, Commissary order can be made anytime via the tablets, kiosks and online, although forms must still be made available in the event of a kiosk malfunction or service interruption.
 3. Receiving (including retrieving of) commissary order from the tablets, kiosks, online and forms from all housing and facility locations.
 4. Interfacing of commissary orders into the Inmate Banking Services System.

5. Interfacing of all medical fees into the Inmate Banking Services System. (CorrecTek)
 6. Packing individual inmates' commissary orders.
 7. Delivering individual inmates' commissary orders to the inmate. Attached outlines the housing facilities, current full-service delivery schedules. Final delivery schedules will be mutually agreed upon.
 8. Accounting of all inmate transactions.
 9. All inventory procurement.
 10. Storage and maintenance of all inventories.
- B. Vendor will provide a twenty-four (24) hour response time to calls for services involving store discrepancies, which in the sole opinion of the ECCD, may result in inmate management issues for the ECCD. The Vendor will handle all other inmate grievances and complaints over Commissary Services in an expeditious manner, in accordance with the Operating Standards.
- C. For inmates housed at the Main Jail, the Vendor will package each inmate's order individually and deliver it to the respective cell location, obtaining a signed receipt from the inmate for the delivered merchandise. An electronic signature for the receipt process is preferred. For inmates housed at the Work Annex, orders must be received by staff for distribution during non-working hours.
- D. The Vendor will provide a complete Commissary Inmate Banking Services System that includes, but is not necessarily limited to, the following:
1. A detailed invoice of each inmate's individual order for each location.
 2. A system to identify and collect sales taxes from inmate orders.
 3. A billing system for managing inmates' individual accounts that facilitates the provision of credits for items ordered and billed, which have been confirmed as not received by the inmate.
 4. A clear audit trail of all individual inmate banking transactions to include deposits, withdrawals, store ordering, inmate fees etc.
 5. An inmate receipt that includes a received by acknowledgement line (for the inmate's signature) and details the items received and charges to the inmate's account. Prefer acknowledgement process to be an electronic process.
 6. An active, real-time interface from the existing ECCD JMS (CTS America Smart Cop) to establish the Inmate Bank accounts (within the Inmate Banking System - Keefe) by extracting (from JMS) and updating the banking system information in real-time (at time of creation of the Booking Record within the JMS). The current inmate management system utilized by the ECCD is *SmartCop version 10.8.0.43*. The interface will need to extract the

following information, and the Inmate Banking System will need to receive the listed items in separate files within the Inmate Banking System:

- a. Inmate name
 - b. Inmate number
 - c. Inmate birth date
 - d. Inmate gender
 - e. Inmate housing location
 - f. Fee indicator (equal to "Y" or "N")
 - g. Inmate address
 - h. Last 4 of inmate social security number
7. Immediately after completion of the noted interface and creation of the inmate banking account, the system will create an automatic debt event/transaction for charging of the one-time (per booking number) Jail Processing/Booking fee.
 8. A means for staff and/or inmates to obtain real-time inmate account statement information (balances, deposits, charges, store order charge/credit amounts, etc.) using internal kiosks, tablets, telephone systems, web-based connection (i.e., MicroSoft ASP.net) or other technology. This functionality will provide, at a minimum, the inmate's name, inmate number, account balance (including debt balance,) housing location, date of birth and the last 30 transactions processed against the inmate's account with descriptive transaction/event information. Store order transactions will include a link to identify the items within the order.
 9. The Vendor will be responsible for providing their own workstations (computers) for utilization by their staff. Current, on-site contract staff and positions are below:
 - 5 Team Members
 - 1 Assistant Manager
 - 1 Manager
 10. Manual inmate deposit transactions/events to include the following, at a minimum, receiving area (i.e. initial booking, mail, drop box, etc.) type of deposit item received (i.e. cash, money order, government/certified check, etc.).
 11. Acceptance of cash funds for initial deposits from inmates during the booking process will be conducted through a designated kiosk. The system will feature the capability to generate end-of-shift or end-of-period reports detailing all transactions processed through the booking kiosk for the Vendor's records. Booking officers will not be responsible for the

removal of funds, nor will they perform maintenance or repairs on the kiosk. The Vendor will take full responsibility for the upkeep and repair of the kiosks. Each transaction will be assigned a unique receipt number, which will appear on the report. These receipt numbers will be issued in sequential order and will not overlap with deposits made at other kiosks or with any manual transactions at other posts. Additionally, the receipts will indicate the location of the kiosk.

12. Automated/Electronic Funds Transfers (EFT) events/capabilities to include at a minimum the following EFT fees represent the only contractually authorized charges that may be directly applied to inmates for any additional services beyond the purchase of commissary items. No extra EFT fees or miscellaneous charges to inmates will be permitted for the duration of this contract. Furthermore, the EFT fees listed below will be capped at a maximum charge per transaction.

- a. The vendor will propose a fee for public debit or credit card deposits conducted through a public deposit machine or kiosk. This proposed fee shall not exceed \$3.00 per deposit transaction.
- b. The vendor will propose a fee for public credit card deposits made via telephone or internet access. This proposed fee shall not exceed \$4.95 per deposit transaction.
- c. The vendor will propose a fee associated with pre-paid debit card or release transactions. The use of the card will be free for the first 72 hours following release. After this period, the maximum fee that can be charged is \$3.00 per day. The following Electronic Funds Transfer (EFT) fees represent the only contractually authorized charges that may be directly applied to inmates for any additional services beyond the purchase of commissary items. No extra EFT fees or miscellaneous charges to inmates will be permitted for the duration of this contract. Furthermore, the EFT fees listed below will be capped at a maximum charge per transaction.
- d. Acceptance of public credit card deposits through a public kiosk, telephone, and internet access will be implemented. The Vendor must adhere to Payment Card Industry (PCI) compliance standards and demonstrate this compliance by providing an Attestation of Compliance document to the County on a quarterly basis. This document will be issued by an independent security firm responsible for auditing the Vendor's systems. Additionally, please include a copy of any agreements that may need to be executed for the acceptance of credit card deposits along with the bid submission for legal review.
- e. These credit card transactions will interact with the Vendor's banking system to update inmates' banking account balances in real-time. Electronic Funds Transfer (EFT) transactions are preferred to update (debit) the County's bank account in real-time or by the end of the following business day. This ensures that the funds available to the

- inmate are accurately reflected, and that the County's bank account balance accounts for any funds that have been debited from an inmate's account and could be released upon their release or transfer to another agency. The Vendor will assume full liability for any losses related to stolen or unauthorized credit cards and will indemnify the County against any "chargeback" transactions.
- f. The Vendor's EFT process will monitor all deposits and facilitate real-time posting of transactions to inmate accounts during the shift. It will also provide the capability to generate end-of-shift or end-of-period reports for all transactions submitted to the County's bank. Each report will include a transaction receipt number, which will be listed sequentially, ensuring that they do not overlap with manual deposits made at other posts.
 - g. The EFT transactions will incur no costs for ECCD or the County, including the booking kiosk transactions. The Vendor will provide a proposal outlining the fees to be charged to external customers for each transaction.
13. The system will issue sequential receipt numbers for each deposit item processed. The receipt numbers will be assigned based on specific posts/means for deposit (i.e. In post, Drop/Mail Deposit post, booking kiosk, public kiosk, telephone, internet, etc.). Receipt numbers will be issued in sequence for each post/means for deposit in specific order relative to the transactions processed at that particular post or by those means. In no cases are the receipt numbers to be issued across posts or means for deposit (i.e. the In post should issue receipts as I0000001, I0000002, etc., the Drop/Mail post should issue receipts as D0000001, D0000002, etc., booking kiosk deposits as BK0000001, BK0000002, etc. and so on). The system will also contain separate input fields for money order, check number, etc. as well as a memo field for notes (depositor's name, etc.).
14. When any type of deposit is processed against an inmate's banking account, and an inmate's account is carrying an accounts receivable/debt amount, the system will have the ability to collect a portion/percentage of the deposit as set by ECCD (currently this feature is available but not being utilized) and to process the collected funds into the general ledger account established for the specific debt (i.e. Dental Assistant charges, Doctor Sick Call charges, etc.).
15. Inmate withdrawal transactions/events to include the following (at a minimum):
- a. 3rd Party Check Release
 - b. Bond Check Disbursement
 - c. Facility Transfer Check Disbursement
 - d. Main Bond Release

e. Pre-Paid Debit Card Release

16. The system will incorporate functionality for issuing and processing checks. Each check will feature a designated check number and a memo field for additional notes, such as the relevant county name. The check writing process will enable daily downloads of check information, available seven days a week, and will facilitate the creation and submission of a positive pay file to the County's banking institution, which is currently Bank of America's online banking system. This feature is essential for the bank to screen and eliminate unauthorized or invalid checks before they are accepted or cashed. Additionally, ECCD is interested in the capability to issue electronic payments, such as ACH or wire transfers, as an alternative to check issuance. Please confirm whether the system can accommodate this service, noting that there will be no associated costs for its implementation.
17. The system will have the capability to issue pre-paid debit/release cards at the time of release, with loadable amounts determined by inmate account balances and ECCD policy. If this service necessitates a separate executable agreement, please include a copy with submission:
 - a. The cards will enable cash withdrawals at various automated transaction machines, and this service will be offered at no cost to the County. The Vendor will disclose any proposed fees to be charged to external customers for each transaction.
 - b. The system will also allow for the issuance of pre-paid transaction cards. Each pre-paid card number will be stored in a distinct field, along with a memo field for additional notes (such as county name). The pre-paid card process will support a daily download of card information, available seven days a week. The Vendor will assume full liability for any cash losses (such as those arising from stolen or defective pre-paid cards) and will indemnify the County against any "put/charge back" transactions.
 - c. The cards will be provided in secure packaging, which will remain sealed until the funds are loaded onto the card, ensuring security throughout the process.
18. Inmate charge transactions and events will include, at a minimum, the following:
 - a. Automated Daily Subsistence Fee – The system will automatically impose a daily subsistence fee of \$3.00. This fee is established by the Board of County Commissioners and is subject to change at their discretion. The charge is applied daily at 12 a.m. to inmates whose fee indicator is marked as "Y."
 - b. Automated Booking Fee – The system will automatically assess a one-time Jail Processing/Booking fee of \$20.00 per booking number. This fee is also determined by the Board of County Commissioners and can be modified at their discretion. It is applicable only to inmates whose fee indicator is marked as "Y."

- c. Manual Property Damage Charges – The system will facilitate manual charges for property damage fees.
 - d. The system will process interfaced charge transactions, including but not limited to:
 - i. Dental Sick Call charges (CorrecTek)
 - ii. Doctor Sick Call charges (CorrecTek)
 - iii. Nurse Sick Call charges (CorrecTek)
 - iv. ARPN Sick Call charges (CorrecTek)
 - v. Medication charges (CorrecTek)
 - e. At any time when one of the aforementioned charge events is processed against an inmate's account that lacks sufficient funds to cover the charge, the system will have the capability to collect any available funds up to a minimum remaining balance, as determined by the ECCD. Additionally, it will establish an accounts receivable balance for the uncollected amount within the inmate's account, which will be collected by the system upon any subsequent deposit made after the debt is created. The collection process will be designed to recoup these debt amounts based on a percentage of the deposits, as specified by the ECCD (please note that this feature is currently not in use by Escambia County). The system will allocate the collected funds to the general ledger accounts associated with the specific debts (e.g., Dental Assistant charges, Doctor Sick Call charges, etc.). Furthermore, ECCD requires the option to suspend all debt collection related to automated fees and manual charges, ensuring that outstanding balances are only collected upon an inmate's release from custody. The system will also include mechanisms to prevent or flag negative account balances.
19. The system will include the capability to remove/purge all debt amounts owed when the posted debt remains uncollected three (3) years past the initial date of input.
- a. Returned Deposit transaction (reduces inmate's account balance for NSF's, etc.)
 - b. Bad Deposit transaction (reduces inmate's account for transaction posted in error, works/washes with Deposit Correction transaction, noted below)
 - c. Deposit Correction transaction (used to place funds into correct inmate's account when input error is identified after deposit has been sent to bank, works/washes with Bad Deposit transaction, noted above)
 - d. Abandoned Funds removal - used to reduce inmate's account (without affecting cash/drawer balance) for submission to state.

20. The Vendor agrees to provide the system, server, software and hardware (including peripherals, printers, check printers, etc.) involved with all aspects of the Inmate Banking System.
21. The system will provide the functionality to void any transactions or events mentioned above, although this list is not exhaustive. Access to this feature can be limited to designated users as determined by ECCD. Additionally, users will have the option to enter a reason for the void.
22. The system will feature a robust reports module that enables real-time downloading of various Inmate Banking reports, including but not limited to the following:
 - a. End-of-shift reports detailing deposits, withdrawals, and account verification.
 - b. Customizable reports for deposits, withdrawals, and account verification.
 - c. Transaction-Specific reports selected by users, including deposits, withdrawals and charges categorized by type within designated date/timeframes.
 - d. Comprehensive inmate account balance reports organized by inmate name and/or jail number, encompassing system balances, outstanding debts, and closeout/release amounts to be utilized during downtimes and for contingency planning.
 - e. Detailed reports on jail/booking processing fees and daily subsistence fee collections, categorized by inmate, which will include daily charge amounts, daily collections, and overall summaries for the total inmate population.
 - f. General Ledger, Audit Trails, and Balance Sheets for thorough financial oversight.
 - g. Additionally, the reports module will facilitate the downloading of all reports in Excel spreadsheet formats, preferably in CSV formats. Each report will, at a minimum, include the inmate's name, inmate number, processed transaction/event details, amount, date and time of processing, receipt number, and the capability to query by any other database fields. There will be enhanced functionality for generating ad hoc reports and for downloading multiple years' worth of data in real time covering General Ledger, Audit Trails, Deposits, ACH Transfers, Debit Cards, etc.
23. The system will provide an interface which creates the ability for inmates to purchase phone time minutes from the commissary and have the purchase information provided to the Vendor utilized by the facilities for the inmate telephone system (current Global *Tek).
24. The Vendor will keep full and accurate accounts of sales and other records related to the Commissary Services. The Vendor will retain all such records for a period of five (5) years after the termination of any contract for the purpose of inspection or audit anytime during normal business hours at the Vendor's place of business. This right to audit will include the Vendor's sub-Vendors used to procure goods or services under the contract with the

- County. Vendor will ensure the County has these same rights with sub-contractor(s) and suppliers.
25. The system will also allow for a minimum of four (4) security levels for the purpose of establishing input capability, reporting capability, inquiry/view-only and administration of user accounts.
26. The Vendor will provide system changes at no charge to the County. These changes may include (but are not limited to) adjustments to any interfaced data, additional transactions/events, and inclusion of additional automated transactions as needed.
27. Should ECCD or the County choose to establish their own inmate banking system at any point, the Vendor will be responsible for the following:
- a. Providing an interface that allows for the conversion of data from the Vendor's inmate banking system to the ECCD/County's system. This interface shall, at a minimum, encompass all inmate items processed during the booking procedure, along with the inmate's system balance, debt information (including a history of outstanding/unpaid items, etc.), closeout/release amounts, and any other information deemed necessary by ECCD.
 - b. Developing an interface for the exchange of inmate store sales and order information, which will include, but not be limited to, commissionable items, non-commissionable items, items for indigent inmates, sales tax information and more.
 - c. Continuing to provide, or creating as necessary, reports as determined by ECCD to ensure the validation and reconciliation of store sales and order transactions, as well as the Vendor's invoices, among other requirements.
28. The Vendor will provide an inmate request/grievance tracking system.
29. The Vendor will provide the public with a platform from which they can order pre-packaged selections of items to be delivered to inmates no more than three business days after the receipt of the order.

2.6. Optional Services

- A. In addition to the "required services" listed, ECCD has an interest in any options that reduce the level of time required of operational staff. These options may include software/hardware tools, security features and/or procedural changes that automate and simplify various staff intensive processed.
- B. ECCD is interested in modernizing the way in which an offender accesses and utilizes various services provided within the facility. To accomplish this goal, ECCD would be interested in obtaining information/cost proposals related to additional technology driven services provided by the Vendor.

- C. Any additional features/available options must come with their own pricing documentation. The price for additional services must not be combined with the requesting pricing related to the inmate banking and commissary services.
- D. Any additional specialty offers/value added services should be clearly outlined as part of the Vendor's submittal.

2.7. Inventory Requirements

- A. See the Commissary Menu attached for the current approved list of items for sale to inmates. Menu's must be available in English and Spanish. There are quantity and/or frequency limitations on over-the-counter medications and indigent items. These limitations will be provided to the Vendor upon contract execution. ECCD retains the right to limit quantities and frequencies of any item sold as well as place ordering caps as they deem necessary. ECCD also determines "gender specific" items. Note: The Vendor 's system will contain the ability for item quantity and frequency limits as well as gender limits as specified by ECCD.
- B. The Vendor will **not** provide any items for sale to inmates that have **not** been approved by the ECCD in accordance with the terms of this contract.
- C. The Vendor will provide, purchase and maintain custody of items mutually agreed upon by the Vendor and the ECCD for purchase by inmates of the ECCD under the provisions of this contract. The Vendor's stock will not be maintained on the premises of the ECCD.
- D. After Board approval and award of contract, the Vendor will submit a proposed Store Items List to the County. The County will review said list and work with the Vendor on any recommended changes. As part of this review, the County will request a sample of any item which it deems requires a physical inspection prior to acceptance. All samples will be returned to the Vendor in the same condition as received.
- E. Prior to the final approval of an acceptable Commissary Menu by ECCD, the Vendor shall engage an independent third-party firm to conduct a certified "fair market value" survey of items sold in the local community that are comparable to those included in the Commissary Menu. The "fair market value" prices will be gathered from three retail establishments within Escambia County, with at least one being a large retail store such as Wal-Mart, Target, or Publix. The prices collected from these three stores will be summed and divided by three to produce an average price based on per ounce/item equivalents. This average price will be regarded as the "fair market value" for the purposes of the contract.
- F. Furthermore, the Vendor will adhere to Florida Model Jail Standards, Section 10.01 (b), and Florida Statute 951.23 (9) b, which mandates that inmate commissary prices be set at "fair market value." The third-party company responsible for conducting the "fair market value" survey will submit their findings along with a cover memo. Items identified as exceeding the fair

market value will be adjusted to align with the established fair market value as determined by ECCD.

- G. The Fair Market Value survey will be a mandatory requirement for the Vendor on an annual basis for the duration of the contract.
- H. The Vendor may request price adjustments for items assessed to be below the Fair Market Value; however, proposed price increases must receive prior approval from ECCD before implementation. The Vendor will bill the ECCD for the Vendor's cost of goods (only) provided to indigent inmates (i.e. indigent medications, indigent clothing, indigent hygiene, indigent kits, etc.) No other costs for the provision of goods to inmates pursuant to this contract may be billed to the ECCD. Current Indigent Menu is attached.
- I. The Vendor will request in writing and obtain written approval from the ECCD Contract Monitor for the substitution of any item prior to offering said substitution item for sale to inmates.
- J. The Vendor will, whenever possible, utilize items packaged for institutional use. Any items packaged in glass, heavy metal or containers that, in the opinion of the ECCD Staff, may be used as weapons or tools will not be permitted in the Corrections facilities.
- K. The Vendor will, whenever possible, provide non-food items offered for sale to inmates packaged in clear or translucent containers.
- L. The Vendor will not provide any products containing alcohol for sale to inmates.
- M. The Vendor will sell "Security Sensitive" items whenever possible. In particular, the Vendor will sell the transparent GPX (brand/trademark) AM/FM Radio and each radio will be engraved with the inmate's jail number and the headphones will be removed from the package before delivery to the ECCD premises. The Vendor will sell a separate set of "ear buds" in place of the removed headphones.
- N. The ECCD retains the discretion to approve/disapprove any product for distribution to inmates and the quantities allowed, as well as the frequency of sale of items.
- O. The Vendor will, at a minimum, provide products in all the following categories:
 - 1. Stamps, stationary, greeting cards and writing supplies
 - 2. Candy, cookies, crackers, chips, peanuts and like snacks
 - 3. Approved personal hygiene items such as shampoo, conditioner, deodorant, toothpaste, etc.
 - 4. Approved over-the-counter medications
 - 5. Underwear, socks, shorts and shoes
 - 6. Indigent clothing, hygiene items and over the counter medication

7. Indigent Kits (the contents of which will be established by the Department upon award. See attached Indigent Menu)

Note: Indigent inmates are defined as those who maintain an account balance of less than \$1.00 for a consecutive period exceeding fourteen (14) days. When an indigent inmate places an order for items classified as indigent or requests a kit, the inmate banking system will automatically utilize any available balance and establish an accounts receivable balance or debt within the inmate's account for any outstanding difference. The system is designed to collect the accounts receivable or debt amount whenever the account receives a deposit following the creation of the debt. This collection process will take up to 50% of the deposited amount, as necessary, to address the outstanding debt, and the collected funds will be recorded in the general ledger account designated for indigent debt repayment. Additionally, the system feature that facilitates automatic debt collection upon deposit can be disabled if not needed.

2.8. Delivery of Commissary Items to Inmates

- A. The Vendor will deliver commissary items to the Main Jail through the identified service delivery entrance and to the inmates within the cell areas under the supervision of the Correctional Officers on duty. Regarding the Work Annex facility, the orders should be delivered to the Work Annex for distribution by the Work Annex staff during non-working hours.
- B. In cases where an inmate has been moved to a different housing location after placing a store order, the Vendor will verify that the inmate is authorized to receive the goods purchased in the new housing location. When it is determined that the inmate is authorized to receive the items, the Vendor will deliver the order to the new housing location. If the inmate is NOT authorized to receive the items in the new housing location, the store order will be returned to stock, and the Vendor will process a refund to the inmate's account.
- C. The Vendor will package the inmate orders in sealed containers that allow for visual inspection of the contents without breaking the seal.
- D. The Vendor will deliver commissary items to inmates once per week. When delivered the inmate's ID card will be checked to ensure that it corresponds with the Jail number on the store order receipt.
- E. Each inmate will be required to sign a receipt listing received when the items are delivered. Items purchased will be automatically credited from the inmates' account. Purchases will be posted in real-time to the inmates' available balance.
- F. The inmate will be given a copy of the receipt and Commissary staff will retain the original for a paper process. The preferred electronic process will be signed on the inmates' tablet and saved.
- G. Inmates may not refuse a store order placed in good faith unless restrictions have been imposed since the order date.

- H. Off-line sales - In some instances, inmate claims of lost commissary items are substantiated due to movement for medical, courts, etc. and ECCD authorizes re-issuance of the lost items by the Vendor. When these cases arise, ECCD will notify the Vendor of the need for an off-line sale. The Vendor will provide the replacement items to the inmate based on the ECCD notification and will not process the order as a sale item against the inmate's account. The Vendor will invoice ECCD for the items delivered (without charging sales tax) and the County will pay the invoice at the end of the month with the monthly invoice.

2.9. Inmate New Commit and Incentive Kit Requirements

- A. Inmates that are retained after the initial appearance process are provided with a hygiene/stationary kit known as a "new commit kit." This kit is distributed by ECCD staff and will be purchased from the Vendor. The pricing of the kits must be at cost and the contents of the kit are as follows:
 - 1. Five (5) 0.34oz packets of body wash/shampoo
 - 2. One (1) 0.85oz Naturemint Toothpaste
 - 3. One (1) 3" thumb toothbrush
 - 4. One (1) 5" Black Comb
 - 5. One (1) Pair of Socks
 - 6. One (1) Cup w/lid 22 oz
 - 7. One (1) Flex Pen
- B. ECCD will order the kits in bulk (approximately 1,500 per month) and the Vendor will provide a shipping receipt with each order. There is an average of 30 inmates booked daily.
- C. The Vendor will invoice ECCD after delivery and ECCD will add the cost of the new commit kits to the monthly invoice.
- D. The new commit kits are purchased by ECCD and are tax exempt.
- E. Vendor will propose the cost of individual new commit kits.
- F. From time to time the vendor will be asked to compile an incentive kit. Example an incentive kit was provided to inmates that took part in receiving the COVID shot. The Vendor will invoice ECCD monthly for these kits when requested.

2.10. Systems Reports, Daily Batch Files, Monthly and End-of-Year Invoicing/Payment and Bank System Reconciliation

- A. The Vendor will provide ECCD with an interface (i.e. Crystal Reports, etc. as approved through County standards), to allow for real-time running of all reports noted throughout this Scope of Services.
- B. Vendor will be responsible for debiting the account balance of each inmate for the cost of his/her commissary order upon processing of the received commissary order form.
- C. The Vendor will provide to ECCD daily batch files that include:
 - 1. Batch number and date orders were processed. Note: Charges and credits (refunds) will be contained in separate batch files.
 - 2. Inmate order summary information to include, (each) inmate's name, jail number and total cost of items delivered/charged. Note: Indigent orders, and other specialty/ value added orders will be included (by inmate) in the batch file.
 - 3. Batch sales summary information that includes the following:
 - a. Total amount of merchandise sold (or refunded), plus sales tax, plus amount of indigent meds issued and indigent clothing issued.
 - b. Applicable sales tax related to total (taxable) merchandise ordered/purchased (or refunded).
 - c. Gross sales (total merchandise sold amount, less sales tax amount).
 - d. Non-Commissionable sales amount (amount of non-profit items sold/refunded,) plus the indigent medications and clothing issued.
 - e. Commissionable sales amount (gross sales less the non-commissionable sales amount).
 - f. Amount of Escambia County commission (commissionable sales amount multiplied by agreed commission rate).
 - g. Sub total amount due to/from Vendor (commissionable sales amount less amount of Orange County commission).
 - h. Amount due to/from Vendor (sub total amount plus non-commissionable sales amount).
 - 4. The preferred method for receiving the batch files is via daily email in Adobe file format. When this is not possible, the Vendor will ensure that the batch files are received at ECCD not later than three (3) business days after processing.

D. The Vendor will provide ECCD with the ability to run an invoice through use of a real-time report by locations and in total. The reports will allow for a beginning and ending date and the output file will be in Excel format preferably a csv file.

1. The invoice will detail the following items:

- a. A row for summary information for each day of the month by batch number and credit batch information by date processed. Note: each column should end with a total amount.
- b. A column identifying the total amount of items sold (relative to the batch/row).
- c. A column identifying the portion of the total amount of items sold that was subject to commission.
- d. A column identifying the portion of the total amount of items sold that was for any specialty/value added item sales (commissionable item).
- e. A column identifying the portion of the total amount of items sold that was not subject to commission (non-profit/commissionable items).
- f. A column identifying the portion of the total amount of items sold that were non-taxable items.
- g. A column identifying the portion of the total amount of items sold that were taxable items.
- h. A column identifying the amount of sales tax related to the taxable items sold.
- i. A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent medications issued.
- j. A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent clothing issued.
- k. A column identifying the amount pertaining to (uncollected/unpaid amounts for) indigent kits issued.
- l. The amount owed to the Vendor with summary information identifying the total of commissionable items less commission due ECCD (at rate agreed upon in contract,) plus non-profit items sold, plus amount due for indigent medications, clothing and kits.
- m. Any invoices for costs of new commit kits received during the month will be added to the monthly invoice (by ECCD), as a non-commissionable purchase item and ECCD will include these costs in the monthly payment.

- E. On the first business day of each month, ECCD will run a monthly invoice report (for the prior calendar month) and reconcile the daily batch file information to the invoice report. Once validated as correct, ECCD will issue a check for the invoice.
- F. Any time the batch file information does not reconcile with the invoice, the Vendor will be responsible for assisting with finding the discrepancy and will correct account entries as needed.
- G. At the end of each Escambia County Fiscal Year (FY), the County will total the actual amount of cumulative commissions paid and determine the appropriate guaranteed minimum annual commission amount for the FY based on the annual Average Daily Population (ADP) for that FY. The cumulative commission paid/due amount for the FY will be compared to the guaranteed minimum annual commission amount and in cases where the cumulative commissions paid/due amount for the FY is less than the guaranteed minimum annual commission amount, the final invoice for inmate goods will be reduced by the amount needed to reach the guaranteed minimum annual commission amount. **Note:** Partial FY One and Year One Renewal contract periods will be prorated; all other contract periods will be calculated based upon Escambia County Fiscal Year periods (October 1st through September 30th). In any case, where reducing the final invoice does not provide for the guaranteed minimum annual commission amount based on the average inmate population, the County will notify the Vendor of the shortfall in writing and the Vendor will remit the difference by check to ECCD within thirty (30) days of written notice. As an attachment to the final payment invoice for each FY, the County will include a report listing the monthly dollar amount of commissions received for that contract period, to include the cumulative commission total and the annual daily ADP for the FY.
- H. The Vendor will provide ECCD with the ability to run a General Ledger report through use of a real-time reporting system. The report will allow for the following:
 - 1. A beginning and ending date and the output file will be in Excel with a preferred csv format and will summarize the daily amounts for all transactions/events noted throughout this Scope of Services.
 - 2. The amount related to the cost of indigent items and kits purchased.
 - 3. The amount pertaining to the costs collected (from subsequent deposits) for accounts receivables created for previously ordered indigent items and kits.
 - 4. The amount of store orders processed against inmate accounts.
 - 5. The amount of store order refunds pertaining previously charged/purchased goods.
 - 6. Columns identifying every event type (deposits by type/location, withdrawals by type, charges by type, EFT deposits by type/location, etc.) Note: each column should end with a total amount.

7. The beginning (total) inmate balance amount based on balance as of midnight for beginning (requested) date.
8. A net change total of all items listed (this represents the actual change in the total of all inmate balances based on the transaction processed).
9. The ending (total) inmate balance amount based on balance as of 11:59 p.m. for ending (requested) date.

2.11. Liquidated Damages

- A. In the event the Vendor does not deliver the commissary orders within twenty-four (24) hours of the scheduled delivery time, the Vendor will pay liquidated damages of \$1,000 for every day, or portion of a day, after the day scheduled for delivery.
- B. On any scheduled commissary delivery day in which the Vendor fails to deliver 100% of the commissary orders, the Vendor will pay liquidated damages of \$100 if undelivered orders equal over 2% of the orders scheduled for delivery.
- C. Failure of the Vendor to maintain a 98% on time order completion rate will be considered a material breach of the Contract.

2.12. Security and Identification

- A. Upon execution of a contract, the agency's assigned staff will be required to report to the Escambia County Jail to complete fingerprinting and background checks, before allowed entrance to any Corrections Facility.
- B. Vendor's employees will not be allowed to work in Escambia County facilities without completed and approved background investigations.
- C. Services will not begin until the assigned staff completes the required CJIS training, pass the background check and receives an approved badge for entry.
- D. Upon termination or transfer of any employee of the Vendor working under this contract, the Vendor will immediately notify the County's representative in writing, of such termination or transfer.
- E. The Vendor will report the arrest of any employee working under the terms of this contract to the County's representative within twenty-four (24) hours of knowledge of the arrest. It will be subject to the approval of the County whether the employee will continue to work at County locations within this contract.
- F. The Vendor will remove from County premises any of their employees who, in the opinion of the County's representative, is not performing the services in a proper manner, or does not comply with the rules and regulations of the County. The Vendor will in no way, interpret such removal

to require dismissal or other disciplinary action of the employee. The County's representative will request that anyone suspected of working under the influence of alcohol or controlled substances be removed from the workplace. The Vendor will establish, implement and maintain procedures and controls to ensure that their employees comply with all applicable provisions of the contract and all site rules and practices of the County

- G. The Vendor will not use employees of any temporary help-type employment agency to supplement their work force in County facilities for any reason. Only Vendor employees will be used to perform the required services of this contract unless otherwise approved, in writing, by the County's representative.
- H. The Vendor will prevent its employees from tampering with any owned items of County employees or County owned property or entering any area unless required in the performance of the services.

2.13. Special Conditions for Working at the Corrections Facilities

The following are specific conditions and rules that must be followed while providing services at any Corrections Facilities.

- A. Vendor's employee will wear their Vendor issued ID on the collar of their shirt at all times while in any Corrections facility. This ID will be issued to each Vendor employee at the Escambia County Human Resources Department and will only be given upon surrendering of a valid personal ID.
- B. If an ID is lost, the Vendor's employee will report it immediately to their escort officer.
- C. In the event of an emergency, the Vendor's employee will report it to the nearest Corrections staff member. They will contact 911.
- D. The Vendor's employees will always follow the direction of the escort officer.
- E. The Vendor's employees will not bring tobacco or tobacco products inside any Corrections facility or on top of any roof or within any Corrections facility fence line.
- F. The Vendor's employees will not bring or wear hats or sunglasses inside any Corrections facility.
- G. The Vendor's employees will not bring any cell phones inside the facility unless authorized by Corrections.
- H. Vendor vehicles will have the windows rolled up and be locked at all times and parked in only pre-authorized areas.
- I. The Vendor will ensure that during breaks, if a Vendor's employee leaves an area, all tools must be removed.

- J. All Vendor tools will be inventoried going into and out of a Corrections facility. Vendor will ensure that employees take in only what is needed to perform the services.
- K. At the end of each workday, the Vendor will ensure that all tools and debris are collected. The Vendor will conduct an inspection of all areas to ensure all tools are accounted for and properly stored.
- L. No illegal drugs or drug paraphernalia are allowed in the compound.
- M. No weapons, guns or ammunition are allowed in any Corrections facility.
- N. The Vendor will ensure that no inmate interaction occurs. The Vendor's employees will not talk to or give or receive anything from an inmate, including cigarettes.
- O. The Vendor will only use storage areas approved at the beginning of the contract, unless otherwise permitted by an authorized ECCD representative.
- P. The Vendor will not leave clothing unattended, including hats and sunglasses.
- Q. The Vendor and their employees will be subject to search upon entering or exiting the facility. The Vendor will also make employees aware that random searches may be conducted while they are within the facility at any time.

2.14. Right of Inspection

The Vendor will permit ECCD personnel to inspect all parts of the commissary areas of ECCD without notice at any time. The Contract Monitor will be provided access to all areas under the control of the Vendor at any time, as well as unrestricted access to all Vendors' documents pertaining to the operation of the ECCD commissary sections, with or without advance notice from the Contract Monitor.

2.15. Submission Format & Proposal Requirements

Vendor Submissions should be submitted in the following format & proposals prepared in accordance with the tabs & information requested for each tab as outlined.

- The proposal will describe the organization structure and list the names and telephone numbers of the principals authorized to conduct negotiation.

Tab 1. References

- Provide listing of all agencies at which the Vendor has a valid contract for similar services at any time during the five (5) year period immediately preceding date of this request, including the following information for each facility.
 - Name of facility.
 - The term of the Vendor's contract.

- Contact email address and name.
- List ten (10) customer references that are currently using the same system and are comparable size (1,500 inmates or greater). Provide the name, telephone number and e-mail address of the point of contact at each facility who can be contacted regarding the Vendor's performance. Vendor will attach from such facility contacts with comments regarding Vendor's performance and reputation at those facilities.
 - The contact persons listed as references will be someone who has personal knowledge of the Vendor's performance during the referenced contract. Contact persons must have been informed that they are being used as a reference and that the County may be contacting them. More than one person can be listed but all must have knowledge of the project. DO NOT list principals or officers who will not be able to answer specific questions regarding the project.
 - Failure of references listed to respond to the County's inquiries may negatively impact the evaluation of the Proposal.
- Identify all terminated "with cause" correctional inmate commissary and banking services contracts awarded but never entered, the reasons for the termination or failure to contract, and the name, phone number and e-mail address of a contract person for the former contracting agency.

Tab 2. Personnel

- Vendor must identify in this section, each member of the proposed inmate banking and commissary staff who will participate in the project and the nature and scope of that person's responsibilities and duties. Resumes of staff are required which will indicate education, background, and recent relevant experience with the subject matter of the project. Current telephone numbers and emails must be included. The Vendor must demonstrate how the banking and commissary proposed staffing plan will be sufficient to complete the services required in a timely fashion.
- The personnel to work on this project, as identified in the proposal, are essential to the services provided. No personnel substitutions following contract award will be made without the prior consent from the County. All requested substitutes must be submitted in writing, together with resumes, for approval. All replacements must be of equal or superior stature and will be paid at the same rate as the person being replaced.
- Provide resumes of key management personnel detailing their qualifications and experience in the delivery of inmate commissary and banking services including, but not limited to, their correctional experience in the following areas:
 1. Security

2. Inmate problem resolution relating to inmate commissary and banking issues
 3. Employee training
 4. Institutional inmate commissary and banking services
- Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities. _

Tab 3. Capabilities Statement & Understanding of Scope

- In this section, the Vendor will discuss the requirements, item by item, as requested in, the solicitation. Provide a description of the Vendor's approach, technique and procedures to accomplish the scope of services identified and required by this document. A restatement of tasks or mere affirmation of willingness and ability to perform the tasks will not be considered a responsive. The information presented will be in sufficient detail to enable the County to ascertain the Vendor's understanding the results to be accomplished and the way in which the Vendor intends to accomplish them.
- In addition, Vendors will provide a complete description of the processes and systems proposed for:
 1. Inmate ordering of goods, from the point of inmates receiving blank forms (including a copy of the proposed form) through receipt of the order by the Vendor and/or the ability for inmates to order goods through the use of a housing kiosk and/or telecommunications device.
 2. The Vendor's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates housed in various housing units (i.e. hygiene only, female only, etc.).
 3. The Vendor's ability to establish multiple store item menus, in both English and Spanish, to accommodate item restrictions levied on inmates based on medical needs (i.e. salt-free items, diabetic items, etc.).
 4. Delivering the filled order to the inmate, including details of packaging, receipting and discrepancy reconciliation.
 5. All inmate billing and banking (including copies of issued receipts, end of shift reports, general ledger information/reports, inmate account statements, etc.).
 6. Handling of deposit items to include use of kiosks for initial booking funds receipt, public deposit transactions, web-based and telecommunications technology and manual systems input transactions.
 7. Funds release processing to include manual checks, electronic checks, check release transactions and debit card release capabilities. Please sure to include if there is a

separate agreement with a third-party vendor for the issued debit cards that will need to be executed.

8. Provision of a receipt to individual inmates.
9. Provision for refund of charges for orders undelivered due to the transfer of an inmate to another agency.
10. All billing to ECCD (including copies of daily batch files, monthly invoices, general ledger information/reports, etc.).
11. Process and timeline for (potential) transition from old commissary provider to new commissary provider with regards to account balance transfers (to include inmate debt balances), installation of needed hardware and software applications, sales of items during the transition period, and etc.
12. Process and timeline for transitioning to new commissary provider at the end of contract term with regards to items noted in item 9 above.

Tab 4. Cost Proposal

- The proposed cost should be based on the assumption and requirements described in the request for proposal and should include all cost (See Attached Proposed Fee Forms), except otherwise noted.
- In addition, the Vendor will propose the payable commission percentage rate as follows:
 - An Escambia County Inmate Sales Commission rate/percentage to be paid to Escambia County (based on Adjusted Gross Sales, as defined below) for each period of the contract. Each month, ECCD will reduce the amount due on the Vendor's monthly invoice by the calculated commission amount and will deposit these proceeds into the Inmate Welfare Fund.

The adjusted gross sales amount to be utilized for each noted commission is defined/calculated as follows:

- Total amount of merchandise sold/issued to inmates on behalf of ECCD
- Minus Applicable Sales Tax
- Minus all "Indigent Items" issued
- Minus Non-Profit Items (stamps, stamped envelopes, etc.)
- Equals Adjusted Gross Sales
- The Escambia County Inmate Sales Commission fee proposal will also include a scaled guaranteed minimum commission payable amount based on ECCD's non-work release annual average daily inmate population calculated at the end of each

timeframe as noted in Attachment B. Rules governing how this item is calculated versus actual paid/due commission amount are noted in Attachment B.

- Note: Our current Banking and Commissary vendor is Keefe Commissary Network, LLC and the commission rates are 51%.
- Please identify any unrealized cost that were not previously identified.

Tab 5. Implementation Plan

- Please provide an implementation plan.

Tab 6. Appendix

- Included in the appendix any additional information or materials which may be helpful to explain or evaluate the proposal. Vendors may submit, as an option, any additional contractual terms and conditions which they wish to propose. Please understand that just proposing these terms and conditions does not mean that any terms and conditions will be accepted. Only accepted terms will be incorporated into the contract.

Tab 7. Required Purchasing Documents

- All forms from the Vendor Submission Checklist should be in this section in PDF format.

Proposals should be uploaded in ONE PDF file in the Vendor Submission Checklist section for your proposal. Please note- Deviating from this format may result in a reduction of points with the evaluation committee.

2.16. Evaluation Process

The evaluation process for this solicitation can be conducted in multiple phases as outlined below:

- **Phase 1: Initial Evaluation and Shortlisting**

Submission Review: All submitted proposals will undergo an initial evaluation based on the evaluation criteria specified in the solicitation document.

Scoring for Shortlist Purposes: The scoring from this initial phase (as outlined in the solicitation) will be utilized solely for the purpose of developing a shortlist of firms. This shortlist will include firms that are considered most qualified based on their submitted proposals against the scoring criteria.

- **Phase 2: Invitation to Interviews**

Selection for Invitation to Interview: The Short-listed firms may be invited to an Invitation to Interview (Phase II). This phase may include interviews or oral presentations and ad hoc question and answer with the evaluation committee and each short-listed vendor, which will be noticed via letter of invitation to Discussion & Ranking. The available time for presentations,

questions/topics, and scoring weight for each question will be provided with reasonable notice to short listed firms in the invitation.

Evaluation During Presentations: The evaluation committee will assess the interviews/presentations based on the weights assigned to the questions or topics outlined in the invitation in a Final Ranking Meeting following the Interviews.

Final Scoring: Escambia County does not utilize consensus scoring. Only the Phase II scoring resulting from the discussion and ranking meetings, oral presentations, and/or interviews will be utilized to interpret the final scores to determine the intent to award for the solicitation during the Final Ranking Meeting.

- **Final Ranking & Intent to Award**

If the Evaluation Committee moves to award in the Final Ranking Meeting, the firm with the highest final score from Phase 2 will be recommended for contract award. In the event of a tie for total score, the top ranked firm across evaluators should be recommended for award. The project manager will then provide a recommendation to Purchasing, the County Administrator, and the Board of County Commissioners for award based on the final motion from the Evaluation Committee.

3. Solicitation Terms & Conditions

Submission of a proposal in accordance with these Terms and Conditions and the General Terms and Conditions provided in Section IV below constitutes a binding offer from the respondent. The Terms and Conditions incorporated herein will become a part of the written agreement between the parties.

Pre-Proposal Inquiries

All inquiries concerning the solicitation, including, but not limited to, the scope of work, specifications, additional requirements, attachments, general or supplemental terms and conditions, must be submitted to the Office of Purchasing via email through the e-procurement portal hosted by OpenGov, Attention: Aby Raymond, Purchasing Coordinator.

All questions or inquiries must be received no later than the last day for questions stated on the cover page of the solicitation. Any modification to the solicitation documents will be in the form of a written addendum issued by the County not less than five (5) days prior to the date and time of solicitation closing. Addenda will be provided to each respondent via email and will be posted to the Escambia County website at Escambia County Solicitations (<https://procurement.opengov.com/portal/escambiacyfl>). Such written addenda or modification shall be part of the solicitation documents and shall be binding upon each respondent. Each respondent is required to submit with the proposal a written acknowledgment to confirm receipt of any and all addenda. No respondent may rely upon any verbal modification to or interpretation of the solicitation documents, and no interpretation shall be considered binding unless provided in writing by the Office of Purchasing as provided in this provision.

Examination of Documents and Site

Before submitting a proposal, the Respondents shall familiarize themselves with the nature and extent of the work and any local conditions that may in any manner affect the work to be done and the equipment, materials, and labor required. Respondent shall also examine all drawings, specifications, addenda, and other relevant documents to be thoroughly informed regarding any and all conditions and requirements that may in any manner affect the work to be performed under the contract.

Preparation of Proposal

The Proposal shall be based upon the completion of the Scope of Work according to the drawings and specifications, together with all addenda thereto. The proposal must be executed by an individual listed as an authorized representative with the records on file with the Florida Division of Corporations website (Sunbiz) with the principal address provided below the signature. The proposal shall include evidence of respondent's authority and qualification to do business in the State of Florida.

As applicable, a state contractor license # for the State of Florida shall also be included in the proposal, and Respondent shall be licensed in accordance with the requirements of Chapter 489, Florida Statutes.

Recommended Proposal Preparation Guidelines

All respondents shall provide a straightforward and concise description of their ability to meet the proposal requirements. The proposal shall clearly show the technical approach to include work tasks, estimated time phasing and the proposed approach. The County discourages overly lengthy or costly proposals, all proposals shall be submitted in one electronic file.

Integrity of Documents

Respondents shall use the original solicitation documents in the format provided by the Escambia County Office of Purchasing and enter information only in the spaces where a response is requested.

Submittal of Proposal

A proposal shall be submitted no later than the date and time prescribed in the Request for Proposal and shall be accompanied by all required documents. It is the respondent's responsibility to ensure that its proposal is delivered at the proper time.

Each submittal shall include all the items listed in the [Vendor Submissions](#) section.

Identification of Subconsultants/Changes After the Fact

After submitting a proposal in response to this solicitation, respondents are prohibited from substituting, modifying, or amending the sub-consultants identified in the submittal at any time during the course of the solicitation process up to the final award of contract and including question and answer sessions, presentations or technical clarifications and submittals as may be required by the Review/Selection Committee. A substitution or addition of sub-consultants or any other material changes to the submittal after the initial response will cause the submittal to be invalid for review and selection purposes.

Withdrawal of Submittals

Any respondent may withdraw its submittal, either personally or by written request, at any time prior to the scheduled time for opening submittals. Requests to alter or withdraw an offer must be submitted in writing to the Purchasing Director. Submittals may not be altered or unilaterally withdrawn by the respondent after the scheduled time for submittal opening. All offers not so withdrawn shall constitute an irrevocable offer and will remain subject to acceptance or rejection by the County for a period of 90 calendar days.

Proposal to Remain Subject to Acceptance

All proposals will remain subject to acceptance or rejection by Escambia County for ninety (90) calendar days after opening Submittals.

Conditional or Incomplete Proposals

Escambia County specifically reserves the right to reject any conditional or incomplete proposal.

Addition/Deletion of Item(s)

The County reserves the right to add or delete any item from this solicitation or resulting contract when deemed to be in the County's best interest.

Changes to Specification

Specifications are based on the most current literature available. The Office of Purchasing must be notified in writing of any proposed changes to the manufacturer's specifications, including, but not limited to, materials used, manufacturing process, or construction, that conflict with the specifications provided in the solicitation. Proposed changes must be explained in detail along with a copy of the relevant manufacturer's specifications. Proposed changes to the specifications provided in the solicitation shall not be binding upon the County unless evidenced by a Change Notice issued and signed by the Purchasing Director. Should Respondent fail to comply with this provision, Respondent will be liable for any costs incurred by the County to comply with the specifications provided in the solicitation.

Disqualification of Respondents

Any of the following reasons may be considered as sufficient for the disqualification of a respondent and the rejection of its proposal:

- Submission of more than one proposal for the same work from an individual, firm, or corporation under the same or different name. Evidence that the respondent has a financial interest in the firm of another respondent for the same work.
- Evidence of collusion among respondents. Participants in such collusion will receive no recognition as respondents for any future work of the County until such participant has been reinstated as a qualified respondent.
- Uncompleted work which in the judgment of the County might hinder or prevent the prompt completion of additional work if awarded.
- Failure to pay or satisfactorily settle all bills due for labor and material on contracts in effect at the time of issuing the solicitation or default under a previous contract.
- Listing of the respondent by any Local, State or Federal Government/Agency on its debarred/suspended vendor list.

Investigation of Respondent

The County may make such investigations, as it deems necessary to determine the stability of the respondent to perform the work and that there is no conflict of interest as it relates to the project. The respondent shall furnish to the County any additional information and financial data for this purpose as the County may request.

Negotiations

Should negotiations be required, the contents of the proposal of the successful firm shall become a basis for contractual negotiations.

Evaluation of Proposals and Award of Contract

Escambia County will review all proposals and will provide the recommendation to award to the County Administrator, and the Board of County Commissioners. The County will award the proposal to the most responsive and responsible firm(s). The County reserves the right to award the proposal to the respondent submitting a responsive proposal with a resulting negotiated agreement which is most advantageous and in the best interest of the County, and to reject any and all proposals or to waive any irregularity or technicality in proposals received. Escambia County shall be the sole judge of the proposal and the resulting negotiated agreement that is in its best interest and its decision shall be final.

Escambia County reserves its right to reject any or all Proposals, including without limitation nonconforming, nonresponsive, unbalanced, or conditional Proposals. The County further reserves the right to reject the Proposal of any Respondent whom it finds after reasonable inquiry and evaluation to not be responsible. In evaluating Respondents, the County may consider the qualifications of Respondents and may consider the qualifications and experience of Subcontractors, Suppliers, and other individuals or entities proposed for those portions of the Work for which the identity of Subcontractors, Suppliers, and other individuals or entities must be submitted as a part of the Proposal.

Escambia County reserves the right to waive any informalities or reject any and all submissions, in whole or part, to utilize any applicable state contracts in lieu of or in addition to this solicitation, and to accept the proposal that in its judgment will best serve the interest of the County.

Award

Escambia County reserves the right to award on an "all-or-none" basis to one offeror or to award on an "item-by-item" basis, whenever it is in the best interest of and/or most advantageous to the County.

Form of Agreement

The Contract form shall be provided by the Office of Purchasing. The successful respondent shall, within 5 days after receipt of the Notice of Award and the contract forms or documents, sign and deliver to the County Legal Office all required contract documents. Failure to execute the contract within such period shall constitute a default, and the county may award the contract to the next responsive and responsible proposal or re-solicit and charge against the respondent the difference between the amount of the offer and the amount for which a contract is subsequently executed, irrespective of whether the amount due exceeds the amount of the bid surety. The awarded respondent shall also deliver the policies of

insurance or insurance certificate as required. All insurance documents shall be approved by Escambia County Risk Manager before the successful respondent may proceed with the work.

Contract Term/Renewal/Termination

A. The contract resulting from this solicitation shall commence effective upon execution by both parties and extend for a period of Thirty-Six (36) Months. The contract may be renewed for two (2) additional twelve (12) month periods. If any such renewal results in changes in the terms or conditions, such changes shall be reduced to writing as an amendment to the contract and such addendum shall be executed by both parties and approved by the Board of County Commissioners.

B. Renewal of the contract shall be subject to appropriation of funds by the Board of County Commissioners.

C. The initiating County department(s) shall issue (purchase) orders on an "as needed" basis.

D. The contract may be canceled by the awarded firm, for cause, upon ninety (90) days prior written notice.

E. The County retains the right to terminate the contract, with or without good cause, upon (30) days prior written notice.

F. In the event of termination by either party as provided herein, the awarded firm shall be paid for services performed through the date of termination.

Option to Extend the Term of the Contract (Not Applicable to Lump Sum Agreements)

After exercising all options to renew, if it is determined that interim performance is necessary to allow for the solicitation and award of a new contract, the County may extend this Agreement for up to an additional six (6) months. The County shall provide written notice to the Contractor no later than thirty (30) days prior to the expiration of the last one (1) year renewal period. All other terms and conditions of the contract shall apply to the option periods.

Indemnification

Offeror agrees to save harmless, indemnify, and defend County and their elected and appointed officials, agents, officers and employees from any and all claims, losses, penalties, interest, demands, judgments, and costs of suit, including attorneys' fees and paralegals' fees, for any expense, damage or liability incurred by any of them, whether for personal injury, death, property damage, direct or consequential damages, or economic loss, including environmental impairment, arising directly or indirectly on account of or in connection with the work performed by Offeror under this Agreement or by any person, firm or corporation to whom any portion of the Work is subcontracted Offeror; or resulting from the use by Offeror, or by any one for whom Offeror is legally liable, of any materials, tools, machinery or other property of County.

County and Offeror agree the first \$100.00 of the Contract Amount paid by County to Offeror shall be given as separate consideration for this indemnification, and any other indemnification of County by

Offeror provided for within the Contract Documents, the sufficiency of such separate consideration being acknowledged by Offeror by Offeror's acceptance and execution of the Agreement.

The Offeror's obligation shall not be limited by, or in any way to, any insurance coverage or by any provision in or exclusion or omission from any policy of insurance. The Offeror agrees to pay on behalf of Escambia County, as well as provide a legal defense for the County, both of which will be done only when requested by the County, for all claims made. Such payment on behalf of the County shall be in addition to all other legal remedies available to the County and shall not be the County's exclusive remedy.

4. General Terms and Conditions

The following General Terms and Conditions are incorporated by reference and have the same legal effect as if printed in its entirety.

A full textual copy of these conditions may be obtained by visiting the Office of Purchasing web site (see Bid information below), by telephoning the Office of Purchasing at 850-595-4980, by Fax at 850-595-4806, or by email at purchasing@myescambia.com.

Note: Any and all Special Terms and Conditions, and any specifications referenced within the solicitation, which varies from these General Terms and Conditions shall have precedence. Submission of the Bidder's/Proposer's Solicitation, Offer, and Bid/Proposal Form(s) in accordance with these General Terms and Special Terms and Conditions constitutes an offer from the Offeror. The conditions incorporated herein become a part of the written Agreement between the parties.

Any and all supplemental Solicitation Terms and Conditions provided in section III above and the specifications referenced within the solicitation which vary from these General Terms and Conditions shall have precedence. Submission of an offer in accordance with these General Terms and Conditions and Supplemental Terms and Conditions constitutes a binding offer from the offeror. The terms and conditions incorporated herein will become a part of the written agreement between the parties.

Prospective offerors may utilize the Office of Purchasing Home Page to obtain Vendor Information and Solicitation Information, including Bid/Proposal Tabulations, Recommended Award(s), etc. In order to participate in a solicitation, offerors must establish an account via the e-procurement portal of the County's vendor management software hosted by OpenGov. Once the vendor registration is completed, the offeror will receive all notifications relating to the relevant solicitation via e-mail to the address registered with the account.

1. Sealed Solicitations: All solicitation forms shall be executed and submitted in the e-procurement portal of the County's vendor management software. The file name shall contain the solicitation number and title and the contractor/vendor's name. All solicitations are subject to the terms and conditions specified herein. Solicitation offers which do not comply with these terms and conditions are subject to rejection.

2. Execution of Solicitation: Solicitation forms shall be manually or electronically signed by an authorized representative in the space provided. Persons signing on behalf of a corporate entity must be identified as President or Vice President with the records on file with the Florida Division of Corporations or

otherwise authorized by corporate resolution of the Board of Directors. Persons signing on behalf of a limited liability company must be identified as a managing member or other authorized representative with the records on file with the Florida Division of Corporations.

3. No Offer: If not submitting an offer, respond by selecting the “NO BID” option in the e-procurement portal of the County’s vendor management software, specify the reason in the drop-down menu, and confirm the “NO BID” before the expiration of the Submission Deadline.

4. Conduct of Participants: The following policy will apply to all solicitations:

Conduct of Participants.

After the issuance of any solicitation, all bidders/proposers/protestors, or individuals acting on their behalf are hereby prohibited from **lobbying** as defined herein or otherwise attempting to persuade or influence any elected County official, their agents or employees, or any member of the relevant Selection Committee at any time during the **blackout period** as defined herein; provided, however, nothing herein shall prohibit bidders/proposers/ protestors or individuals acting on their behalf from communicating with the purchasing staff concerning a pending solicitation unless otherwise provided for in the solicitation or unless otherwise directed by the Purchasing Manager.

Definitions.

Blackout Period means the period between the time the bids/proposals for Invitations to Bid or the Request for Proposal, or Qualification, or Information, or Request for Letters of Interest, or the Invitation to Negotiate, as applicable, are received at the Escambia County Office of Purchasing, and the time the Board awards the Contract and any resulting bid protest is resolved or the solicitation is otherwise cancelled.

Lobbying means the attempt to influence the thinking of elected County officials, their agents or employees, or any member of the relevant Selection Committee, for or against a specific cause related to a pending solicitation.

5. Additional Terms and Conditions: No additional terms and conditions included with the offer will be considered, and any and all such additional terms and conditions shall have no force and effect and are inapplicable to this solicitation. It is understood and agreed that the General and Supplemental Terms and Conditions in this solicitation are the only terms and conditions applicable to this solicitation, and the contractor’s authorized signature affixed to the offer attests to this.

6. Mistakes: Contractors are expected to examine the specifications, delivery schedule, solicitation prices, extensions, and all instructions pertaining to supplies and services described in the solicitation. Failure to do so will be at contractor’s risk. In the event of an error in the extension of the unit price, the unit price will govern.

7. Prices: All offers shall include firm unit prices that include all packing, handling, shipping charges, and delivery to any point within Escambia County, Florida.

- a. **Discounts:** Discounts for prompt payments shall not be considered when determining the lowest net cost for solicitation evaluation purposes except in cases of tie solicitations.

9. **Product Literature:** Offeror shall provide a copy of any relevant product literature and price list(s) with the offer.

10. **Abnormal Quantities:** Should any unusual or abnormal quantity requirements arise, the County reserves the right to solicit separate offers as a multiple award.

11. **Additional Quantities:** For a period not exceeding one hundred eighty (180) days from the date of the offer, the County reserves the right to purchase additional quantities at the prices offered in this solicitation. If additional quantities are not acceptable, the contractor must specify "OFFER IS FOR SPECIFIED QUANTITY ONLY".

12. **Approved Equivalents:** Any manufacturer's name, trade name, brand name, information and/or catalog numbers listed in a specification are for information and not intended to limit competition. The contractor may offer any brand for which it is an authorized representative that meets or exceeds the specifications for any item(s). Customary measurements appearing in these specifications are not intended to preclude offers for commodities with metric measurements. If an offer includes equivalent products, indicate the manufacturer's name and number. The contractor shall submit with its offer applicable cuts, sketches, and descriptive literature and/or complete specifications. Reference to literature submitted with a previous solicitation will not satisfy this provision. Escambia County reserves the right to determine acceptance of item(s) as an approved equivalent. Offers that do not comply with these requirements are subject to rejection.

13. **Nonconformance to Specifications:** Items may be tested for compliance with the contract specifications by a testing laboratory acceptable to the County. The County may require the contractor to reimburse all costs incurred by the County in connection with the examination or testing of the commodity, including costs relating to transporting the commodity samples to the testing site, actual test costs, personnel costs and other applicable costs should the items fail testing. The data derived from any tests for compliance with the contract specifications are public records and open to examination in accordance with Chapter 119, Florida Statutes. Items delivered that do not conform to the contract specifications may be rejected and returned at contractor's expense. These items and items not timely delivered by the delivery date specified in the solicitation and/or purchase order may result in the contractor being found in default, in which event, any and all re-procurement costs may be charged against the defaulting contractor. Any violation of these stipulations may also result in contractor's name being removed from the Office of Purchasing registered vendor list, and the County not doing business with the contractor until such time as the County has been reimbursed for all re-procurement costs.

14. **Service and Warranty:** Unless otherwise specified, the offeror shall define any warranty service and replacements that will be provided at no cost to the County during and subsequent to the contract term.

15. **Condition and Packaging:** All items shall be a new, current standard production model available at the time of the solicitation. All containers shall be suitable for storage or shipment, and all prices shall include standard commercial packaging.

16. **Safety Standards:** Unless otherwise stipulated in the solicitation, all manufactured items and fabricated assemblies shall comply with applicable requirements, standards, and regulations of the Occupational Safety and Health Act (OSHA).

17. **Delivery:** Delivery shall be Monday through Friday during regular business hours, excluding County designated holidays, unless otherwise specified. Unless a date is specified, contractor must provide the number of days required to make delivery after receipt of purchase order. The County may utilize delivery time as a factor for recommending the award.

18. **Inspection, Acceptance and Title:** Inspection and acceptance will be at “the place of destination” unless otherwise provided. Title and risk of loss or damage to all items shall be the responsibility of the contractor until accepted by the County, unless loss or damage results from negligence by the County. The contractor shall be responsible for filing, processing, and collecting all damage claims.

19. **Samples:** Samples of items shall be furnished at no expense to the County. If not destroyed and upon written request, samples will be returned at the contractor’s expense. Each sample shall be labeled with the contractor’s name, manufacturer’s brand name, and serial number (as appropriate), solicitation number, and item reference. Requests to return samples must be received within 10 days after the solicitation opening date and must be accompanied by instructions with the applicable shipping authorization number and name of carrier. If instructions are not received, sample items become the sole property of the County and may be disposed of at the County’s discretion.

20. **Submission Deadline; Solicitation Opening:** The solicitation opening shall be public and, unless otherwise stated in the solicitation, immediately following the Submission Deadline. Offers that are not timely submitted in the e-procurement portal of the County’s vendor management software will not be considered.

21. **Award:** The County reserves the right to waive any informalities and accept or reject any and all offers and to make award to the lowest most responsive and most responsible offeror(s) whose offer meets the requirements and criteria set forth in the solicitation and whose award will, in the opinion of the County, be in the best interest of and most advantageous to the County.

22. **Protests:** Any actual bidder/proposer who is aggrieved in connection with a pending award may submit a protest in writing to the Purchasing Director within two business days after the posting of the award recommendation as provided in Sec. 46-101, Escambia County Code of Ordinances.

23. **Solicitation Expenses:** The County accepts no responsibility for any expenses incurred by the offeror in the solicitation preparation and submittal as well as any other requirements as may be specified in the solicitation. All such expenses are borne solely by the offeror.

24. **Taxes.** Escambia County does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. See exemption number on face of purchase order. This exemption does not apply to the purchases of tangible personal property by contractors who use the tangible personal property in the performance of contracts for the improvement of County owned real property.

25. **Invoicing and Payment.** Payments shall be made in accordance with the Local Government Prompt Payment Act, §§218.70, et seq., Florida Statutes, as amended.

26. **Improper Invoice; Resolution of Disputes:** Improper invoices for construction services and non-construction services will be processed in accordance with Sections 218.735(2)-(5) and 218.736(1), Florida Statutes, respectively. In the event a dispute occurs between a contractor and the County concerning payment of an original invoice, such dispute shall be finally determined by the County pursuant to the County's Dispute Resolution Procedure established in accordance with Section 218.76(2), Florida Statutes.

27. **Conflict of Interest:** The offeror represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The offeror further represents that no person having any such interest shall be employed by it during the agreement term and any extensions. The offeror shall promptly notify the Purchasing Director, in writing, of any potential conflict of interest which may influence or appear to influence the contractor's judgment or quality of services.

28. **Contingent Fees:** The offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the offeror to solicit and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the offeror any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of an agreement. For the breach or violation of this provision, the County shall have the right to terminate any resulting contract without liability and at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift, or consideration.

29. **Code of Ethics; Gifts:** The award hereunder is subject to the provisions of Chapter 112, Part III, Florida Statutes, regarding the Code of Ethics for Public Officers and Employees, and the Escambia County Code of Ethics Policy. Contractors are required to promptly disclose to the Purchasing Director any gifts or gratuities offered to or solicited by any County employee or public officer. The right of the Contractor to proceed may be terminated by the County if, after notice and hearing, the Purchasing Director determines that the Contractor, its agent, or another representative offered or gave a gratuity, including, but not limited to, money, services, travel, entertainment, or gifts to an officer, official, or employee of the County under circumstances where it may be reasonably inferred that the action of the Contractor was intended to obtain a contract or favorable treatment under a contract. If the resulting contract is terminated under this clause, the County will be entitled to pursue the all available legal remedies, including an action for breach of contract. The rights and remedies of the County provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under the contract.

30. **Governmental Restrictions:** In the event any governmental restrictions may be imposed which would necessitate alteration of the material, quality, workmanship, or performance of the items prior to delivery, it shall be the responsibility of the contractor to provide written notice to the Office of Purchasing identifying the applicable restrictions or regulation(s) that necessitate the alteration. The County reserves the right to accept any such alteration, including any price adjustments occasioned thereby, or to cancel the contract at no further expense to the County.

31. **Legal Requirements:** This solicitation shall be conducted in accordance with the provisions of the Escambia County Purchasing Ordinance, and all applicable laws and regulations of the State of Florida and the Escambia County Code of Ordinances shall apply to any resulting contract. Applicable provisions of all federal, state, and local laws, ordinances, rules, and regulations shall govern development, submittal, and evaluation of all offers received in response hereto and shall govern any and all claims and disputes which may arise regarding this solicitation or any resulting contract; and lack of knowledge by any offeror shall not constitute a cognizable defense against the legal effect thereof.

32. **Compliance with Laws.** The contractor agrees to comply with all applicable federal, state and local laws, rules, policies, or guidelines related to this offer and the performance of any resulting contract, including, but not limited to, the requirements of the Americans with Disabilities Act (ADA), the Occupational Safety and Health Act (OSHA), the Equal Employment Opportunity (EEO) Act, and the Illegal Immigration Reform and Immigrant Responsibility Act, as amended, (8 U.S.C.A. §1324a).

33. **Patents and Royalties:** In addition to any other indemnification obligation, the contractor shall hold harmless, indemnify and defend the County and its officers, agents, and employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the offeror. 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 contractor or is based solely and exclusively upon the County's alteration of the article. The County 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.

Further, if such a claim is made or is pending, the contractor may, at its option and expense, procure 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 County agrees to return the article on request to the contractor and receive reimbursement, if any, as may be determined by a court of competent jurisdiction.) If the contractor uses any design, device, or materials covered by letters, patent or copyright, it is mutually agreed and understood that the offered prices shall include all royalties or costs arising from the use of such design, device, or materials in any way involved in the work.

34. **Public Records:** Any documents submitted in response to this solicitation may be subject to disclosure pursuant to the provisions of Florida's Public Records Act, Chapter 119, Florida Statutes. Contractor waives any claim of confidentiality upon submission of its offer. Records that are exempt or exempt and confidential will not be disclosed to any third-party except as authorized by law. Pursuant to Section 119.071 (1)(b)-2., Florida Statutes, sealed bids, proposals, or replies received by the County pursuant to a

competitive solicitation are exempt from public disclosure until such time as the County provides notice of an intended decision or until 30 days after opening the bids, proposals, or final replies, whichever is earlier.

35. **Equal Employment Opportunity:** In the performance of the contract, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or physical handicap.

36. **Florida Preference:** Pursuant to Section 287.084, Florida Statutes, and Sec. 46-105, Escambia County Code of Ordinances, when the lowest most responsible and most responsive offer is by an offeror whose place of business is in a state which grants a preference for the purchase of personal property to a person whose place of business is in such state then the preference may be given to the lowest most responsible and most responsive offeror having a place of business within this state, which preference is equal to the preference granted by the state or political subdivision thereof in which the lowest most responsible and most responsive offeror has his place of business. However, this section shall not apply to projects for which federal aid funds are available. This section may be waived by the Board of County Commissioners. **All solicitations shall require any offeror whose place of business is outside the State of Florida to accompany any written bid/proposal form with a written opinion of an attorney at law licensed to practice law in that foreign state, as to the preferences, if any or none, granted by the law of that state to its business entities whose places of business are in that foreign state in the letting of any or all public contracts.** The failure of any such offeror to accompany its bid/proposal forms with such a written opinion may result in the rejection of the offer submitted by such offeror.

37. **Contractor Personnel:** The County shall, throughout the term of the contract, have the right of reasonable rejection and approval of staff or subcontractors assigned to the work by the contractor. If the County reasonably rejects staff or subcontractors, the contractor shall provide replacement staff or subcontractors satisfactory to the County in a timely manner and at no additional cost to the County. The day-to-day supervision and control of the contractor's employees and subcontractors is the sole responsibility of the contractor. Contractors who are suspended or debarred are prohibited from subcontracting.

38. **Public Entity Crimes:** Pursuant to Section 287.133(2), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit an offer on a contract to provide any goods or services to a public entity, may not submit an offer on a contract with a public entity for the construction or repair of a public building or public work, may not submit offers on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for **Category Two** for a period of 36 months from the date of being placed on the convicted vendor list. The Sworn Statement on Public Entity Crimes must be completed and submitted with the offer. Information as provided may be verified through the State of Florida.

39. **Scrutinized Companies:** Pursuant to Section 287.135, Florida Statutes, a company is ineligible to bid on submit a proposal for, or enter into or renew a contract for goods or services of any amount if the

company is on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, or is engage in a boycott of Israel or bid on submit a proposal for, or enter into or renew a contract for goods or services of one million dollars or more if on 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 or is engaged in business operations in Cuba or Syria. The Scrutinized Companies Certification must be completed and submitted with the offer. If the Contractor is found to have submitted a false certification or subsequently fails to maintain compliance, the contract may be terminated for cause.

40. **Prohibition Against Considering Social, Political, Ideological Interests**: Pursuant to Section 287.05701, Florida Statutes, the County will not request documentation of or consider a vendor's social, political, or ideological interests when determining if the vendor is a responsible vendor. In addition, the County may not give preference to any vendor based on the social, political, or ideological interests of the vendor.

41. **Suspended and Debarred Vendors**: Offers shall be received from only those contractors who are presently in good standing on the County's vendor list. By submitting an offer, the contractor certifies that it is not currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government; and that it is not an agent of a person or entity that is currently suspended or debarred from submitting offers for contracts issued by any political subdivision or agency of the State of Florida or the federal government.

42. **Drug-Free Workplace**: Pursuant to Section 287.087, Florida Statutes, whenever two or more offers that are equal with respect to price, quality, and service are received by the County for the purchase of commodities or contractual services, an offer received from a business that certifies it has implemented a Drug-Free Workplace Program shall be given preference in the award process.

43. **License and Certifications**: Before submitting an offer, the offeror shall have met the applicable licensing, certification, and any other requirements of the state, county, city and/or other agency of authority with jurisdiction in such matters and must provide copies of documentation which evidence such qualifications with the response to this solicitation, and the offeror shall maintain such credentials throughout the term of the contract. Offeror will provide a copy of a current certificate of authority from the Secretary of State authorizing the company to do business in the State of Florida or other evidence of legal authority to do business in the state, county, city and/or any other agency of authority with the response to this solicitation. The County may allow this responsiveness issue to be cured after submission of the offer within a reasonable period of time and prior to any recommendation for award. Offeror will also provide a copy of the current business tax receipt in accordance with the requirements of Chapter 205, Florida Statutes, and Chapter 90, Article III, Sec. 90-91 through 90-95 relating to Local Business Taxes. Failure to provide such evidence may render the offer non-responsive.

44. **E-Verify**: In accordance with Section 448.095, Florida Statutes, Contractor shall register with and utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by Contractor during the contract term and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor

during the contract term. If Contractor enters into a contract with a subcontractor performing work or providing services on its behalf, Contractor shall also require the subcontractor to provide an affidavit stating that the subcontractor does not employ, contract with, or subcontract with an unauthorized alien. The resulting contract may be subject to termination if the Contractor fails to maintain compliance.

45. **Contract Documents:** This solicitation shall be included and incorporated in the final contract and purchase order. The order of precedence for the contract documents will be the contract, purchase order, solicitation, and contractor's response. Any and all legal action necessary to enforce the contract will be held in Escambia County, and the contract will be interpreted according to the laws of Florida.

46. **Uniform Commercial Code:** Chapter 672, Florida Statutes, the Uniform Commercial Code shall prevail as the basis for contractual obligations between the awarded vendor/contractor and Escambia County for any terms and conditions not specifically stated in this solicitation and the relevant contract documents.

47. **Default:** Failure to perform in accordance with the terms of this solicitation and resulting contract may constitute a material default and grounds for termination with any and all re-procurement costs charged against the awarded contractor. In addition, contractor's name may be removed from the Office of Purchasing registered vendor list; and the County will not do business with the contractor until the contractor may be reinstated to the vendor list in accordance with the County Purchasing Ordinance.

5. Standard Insurance Requirements and Certificates

This offer contains an extensive insurance requirement. Offerors are encouraged to review these requirements with their insurance agents before submitting offers.

It is not necessary to have this level of insurance in effect at the time of submitting the offer.

A letter from the offeror's insurance carrier will be required as evidence that the offeror will be able to obtain the level of insurance as required by the contract and indicated on the Sample Certificate of Insurance should your firm be awarded the contract.

A. General Insurance Provisions

The Offeror shall procure and maintain the following described insurance, except for coverages specifically waived in writing by the County. Such policies shall be from insurers with a minimum financial size of VIII (8) according to the latest edition of the AM Best Rating Guide. An "A" or better Best Rating is preferred, however, other ratings may be considered. Such policies shall provide coverages for any or all claims which may arise out of, or result from, the services, work and operations carried out pursuant to and under the requirements of the contract documents, whether such services, work and operations be by the contractor, its employees, or by subcontractor(s), or anyone employed by or under the supervision of any of them, or for whose acts any of them may be legally liable.

The Offeror shall require and shall be responsible for assuring throughout the time the agreement is in effect that all its subcontractors obtain and maintain until the completion of that subcontractor's work, the insurance coverages described herein as are required by law to be provided on behalf of their

employees and others. If the Offeror fails to follow this requirement, then the Offeror's insurance will become primary to cover any loss that may occur or is alleged to have occurred.

The required insurance shall be obtained and written for not less than the limits of liability specified hereinafter, or as required by law, whichever is greater.

These insurance requirements shall not limit the liability of the Offeror.

The County does not represent these types or amounts of insurance to be sufficient or adequate to protect the Offeror's interests or liabilities but are merely minimums required for the Offeror to be considered for the work that is the subject of this contract.

Except for worker's compensation and professional liability, the Offeror's insurance policies shall be endorsed to name Escambia County, Florida Board of County Commissioners as an additional insured to the extent of its interests arising from this agreement, contract, or lease.

The Offeror shall purchase and maintain coverage on forms no more restrictive than the latest edition of the ISO (Insurance Services Office) commercial General Liability and Business Auto policies.

The Offeror waives its right of recovery against the County, to the extent permitted by its insurance policies.

The Offeror's deductibles/self-insured retentions shall be disclosed to the County and may be disapproved by the County. The County may require them to be reduced or eliminated at the sole option of the County. The Offeror will remain responsible for any deductible or self-insured retention.

Insurance required of the Offeror, or its subcontractors shall be considered primary, and insurance of the County, if any, shall be considered excess to claims or losses which arise out of this agreement, contract, or lease.

B. Specific Insurance Requirements

1) Workers Compensation Coverage

The Offeror shall purchase and maintain worker's compensation insurance for all worker's compensation obligations with Statutory Limits for Part A and with Employer's Liability (Part B) limits of at least \$1,000,000.00 each accident/ \$1,000,000.00 each employee/ \$1,000,000.00 policy limit for disease, or a valid certificate of exemption issued by the state of Florida, or an affidavit in accordance with the provisions of Florida Workers Compensation law.

Offeror shall also purchase any other coverages required by law for the benefit of employees.

2) General Liability Coverage

Minimum limits of \$1,000,000 per occurrence and \$2,000,000 annual aggregate for all liability must be provided with excess or umbrella insurance making up the difference, if any, between the policy limits of underlying policies (including employer's liability required in the worker's compensation coverage section) and the total amount of coverage required.

Coverage A shall include Bodily Injury and Property Damage liability for premises, operations, products and completed operations, independent contractors, contractual liability covering this agreement,

contract or lease, broad form property damage coverages, and property damage resulting from explosion, collapse or underground (XCU) exposures cannot be excluded (IF THE WORK INVOLVES DEMOLITION/DESTRUCTION OF STRUCTURES, TRENCH WORK OR ANY WORK UNDERGROUND OR BELOW THE SURFACE OF THE GROUND.) Coverage B shall include Personal Injury. Coverage C, Medical Payments, is required.

Even If the work covered by this submission is covered by both Bid and Performance bonds, the Offeror is required to continue to purchase products and completed operations coverage, at least to satisfy this agreement, contract, or lease, for a minimum of three years beyond the County's acceptance of renovation or construction projects.

3) Business Auto Liability Coverage

Minimum limit of \$1,000,000 per accident or occurrence. Automobile liability coverage is to include Bodily Injury and Property Damage arising out of ownership, maintenance, or use of any auto, including owned, non-owned and hired automobiles and for any employee or subcontractor's non-ownership use of an auto.

The General Liability and Business Auto Liability policies shall be endorsed to include Escambia County, Florida as an additional insured and provide for 30-day notification of cancellation to the County.

4) Umbrella Liability Coverage (if utilized to achieve required policy limits)

Umbrella liability insurance is preferred, but an Excess Liability equivalent may be allowed as an alternative solely at the discretion of the County. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverages. Umbrella coverage shall drop down to provide coverage where the underlying limits are exhausted.

6. Insurance for Information Technology Consulting and Professional Services

All contracts for Information Technology services should include the coverages listed above, plus the following:

Technology Professional Errors & Omissions coverage which shall cover professional misconduct/wrongful acts or the lack of ordinary skill for the services defined in the scope of this contract.

The coverage limits should be at least \$1,000,000 per wrongful act/\$2,000,000 policy aggregate but for contracts that grant access to the County's servers or facilities containing servers & other computer hardware, limits of at least \$2,000,000 / \$4,000,000 should be considered.

If this insurance is provided on a claims-made policy form, the Offeror warrants that any retroactive date under the policy shall precede the effective date of this contract and that either continuous coverage or an extended reporting period shall be maintained for a period of two years from the date the work is accepted as complete by the County. Certificates of insurance and/or policy endorsements will be required to evidence the coverage in this section.

Cyber Liability and Computer Crime/Fraud coverage which protects the County from the theft of valuable and sensitive data. This coverage should provide coverage for claims by the County against the Contractor and for claims by those individuals that had their data/information compromised. The coverage limits should be \$1,000,000 per occurrence / \$2,000,000 annual aggregate. Higher limits should be considered for contracts with access to the County's servers or facilities containing servers & other computer hardware.

Professional Liability (based on scope and trade) coverage should be included. This coverage should provide coverage for wrongful acts, errors, or omissions of the Consultant. Limits of at least \$1,000,000 per wrongful act and \$2,000,000 policy aggregate required. Higher value, more extensive design work should be reflected in requirements for higher limits, for example \$3,000,000 / \$6,000,000.

7. Fidelity/Dishonesty/Liability Coverage

Fidelity/Dishonesty/Liability insurance is to be purchased or extended to cover dishonest acts of the contractor's employees resulting in loss to the County.

8. Evidence/Certificates of Insurance

Required insurance shall be documented in certificates of insurance. When required by the County, certificates of insurance shall be accompanied by documentation that is acceptable to the County establishing that the insurance agent and/or agency issuing the certificate of insurance has been duly authorized, in writing, to do so by and on behalf of each insurance company underwriting the insurance coverage(s) indicated on each certificate of insurance. Some coverages should be evidenced by actual copies of policies and endorsements sent by the agent of the Offeror.

New certificates of insurance are to be provided to the County at least 30 days prior to coverage renewals. Failure of the contractor to provide the County with such renewal certificates may be considered justification for the County to terminate this agreement, contract, or lease.

Certificates should contain the following additional information:

1. Indicate that Escambia County is an additional insured on the General Liability and Business Auto liability policies. If an Excess or Umbrella Liability policy is used to provide the minimum limit requirements, then the County should be named as an Additional Insured on that policy too.
2. Include a reference to the project and the Office of Purchasing number.
3. Disclose any self-insured retentions more than \$1,000.00.
4. Designate Escambia County as the certificate holder as follows: Escambia County

Office of Purchasing, Room 11.101
213 Palafox Place 2nd Floor
Pensacola, FL 32502

Email: Purchasing@myescambia.com

5. Indicate that the County shall be notified at least 30 days in advance of cancellation.

Receipt of certificates or other documentation of insurance or policies or copies of policies by the County, or by any of its representatives, which indicate less coverage than required does not constitute a waiver of contractor's obligation to fulfill the insurance requirements herein.

If requested by the County, the contractor shall furnish complete copies of the contractor's insurance policies, forms, and endorsements, and/or such additional information with respect to its insurance as may be requested.

For commercial general liability coverage, the contractor shall, at the option of the County, provide an indication of the amount of claims payments or reserves chargeable to the aggregate amount of liability coverage.

9. Evaluation Criteria & Process

Evaluation Process

The evaluation process for this solicitation can be conducted in multiple phases as outlined below:

- **Phase 1: Initial Evaluation and Shortlisting**

Submission Review: All submitted proposals will undergo an initial evaluation based on the evaluation criteria specified in the solicitation document.

Scoring for Shortlist Purposes: The scoring from this initial phase (as outlined in the solicitation) will be utilized solely for the purpose of developing a shortlist of firms. This shortlist will include firms that are considered most qualified based on their submitted proposals against the scoring criteria.

- **Phase 2: Invitation to Interviews**

Selection for Invitation to Interview: The Short listed firms may be invited to an Invitation to Interview (Phase II). This phase may include interviews or oral presentations and ad hoc question and answer with the evaluation committee and each short listed vendor, which will be noticed via letter of invitation to Discussion & Ranking. The available time for presentations, questions/topics, and scoring weight for each question will be provided with reasonable notice to short listed firms in the invitation.

Evaluation During Presentations: The evaluation committee will assess the interviews/presentations based on the weights assigned to the questions or topics outlined in the invitation in a Final Ranking Meeting following the Interviews.

Final Scoring: Escambia County does not utilize consensus scoring. Only the Phase II scoring resulting from the discussion and ranking meetings, oral presentations, and/or interviews will be utilized to interpret the final scores to determine the intent to award for the solicitation during the Final Ranking Meeting.

- **Final Ranking & Intent to Award** If the Evaluation Committee moves to award in the Final Ranking Meeting, the firm with the highest final score from Phase 2 will be recommended for contract award. In the event of a tie for total score, the top ranked firm across evaluators should be recommended for award. The project manager will then provide a recommendation to

Purchasing, the County Administrator, and the Board of County Commissioners for award based on the final motion from the Evaluation Committee.

No.	Evaluation Criteria	Scoring Method	Weight (Points)
1.	References <ul style="list-style-type: none"> Provide a list of all contracts from the last 5 years Provide a list of 10 references with letters of recommendations – Similar service Terminated with cause 	Points Based	15 (15% of Total)
2.	Professional Qualifications <ul style="list-style-type: none"> Company and Staff Qualifications Provided Resumes that identify key management Provide a list of job descriptions, minimum qualifications of all employee positions to be employed at the Facilities 	Points Based	15 (15% of Total)
3.	Capabilities of Understanding the Scope of Work <ul style="list-style-type: none"> Discussed item-by-item Functionality and features Provide a description of the Vendor's approach, technique and procedures to accomplish the scope of services identified and required by this document 	Points Based	40 (40% of Total)
4.	Cost Proposal <ul style="list-style-type: none"> Provide a Commission Rate with detailed calculation Provide a cost for Indigent Kits and New Commit Kits Provide a cost for Additional services Identify any unrealized cost. 	Points Based	15 (15% of Total)

5.	Implementation Plan Minimum Operational impact to the facilities	Points Based	10 <i>(10% of Total)</i>
6.	Additional/Optional Service	Points Based	5 <i>(5% of Total)</i>

10. Vendor Submissions

All forms downloaded in this section must be uploaded with your submission. Accepted format for Proposals is PDF, Word or Excel (if applicable to the solicitation).

10.1. I certify that I have read through the attached solicitation, and I understand all specifications, terms, conditions, and materials provided therein.

- ☐ Yes
☐ No

10.2. Contract Execution and Certificate(s) of Insurance**

The contract shall be executed by the successful bidder and shall be returned, with the Certificate(s) of Insurance to Escambia County so that it is received within **10 working days** after the bidder has received the contract for execution. Failure to do so shall be just cause for forfeiture of the proposal guaranty.

- ☐ Please confirm

*Response required

10.3. References Form

Please download the below documents, complete, and upload.

- [REFERENCES_FORM.pdf](#)

10.4. Deletion of Records Form

Deleted and Destroyed Documents Letter

PD PD 24-25.071 Inmate Commissary and Banking Services

To the Escambia County Office of Purchasing

Our firm recently received an Solicitation for the above-mentioned specification.

We hereby acknowledge and certify that our company has destroyed/deleted any digital downloaded copies of the plans and specifications relative to this project. At the time we received this information, we understood that it was exempt from the Public Record Law and all of the information, whether originals or duplicated, shall be destroyed/deleted.

☐ Please confirm

10.5. [E-Verify Certification](#)

Please download the below documents, complete, and upload with your proposal submission.

- [E-Verify.pdf](#)

10.6. [Sworn Statement Pursuant to Section 287.133\(3\)\(A\), Florida Statutes on Entity Crimes](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Sworn_Statement.pdf](#)

10.7. [Anti Human Trafficking Affidavit - HB7063*](#)

Please download the below documents, complete, and upload.

- [Certification.HumanTraffick...](#)

*Response required

10.8. [Conflict of Interest Form](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Conflict_of_Interest.pdf](#)

10.9. [Drug-Free Workplace Form](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Drug_free_workplace.pdf](#)

10.10. [Information Sheet for Transactions and Conveyances Corporate Identification.](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Information_Sheet.pdf](#)

10.11. [Scrutinized Companies Certification](#)

Please download the below documents, complete, and upload with your proposal submission.

- [Scrutinized_Companies.pdf](#)

10.12. [Certificate of Authority to do Business from the State of Florida \(SunBiz\)*](#)

The person listed as the contract signature authority must be listed as an authorized representative with the records on file with the Florida Division of Corporations (Sunbiz) for FEIN provided. Upload your proof of certification with your Proposal Package.

*Response required

10.13. Copy of current Required Insurance declaration page with Escambia County named interest or, Letter of Insurability from Carrier stating that the levels of coverage will be obtained.*

Upload with your proposal

*Response required

10.14. Current W-9*

Please upload as a part of your submission package

☐ Yes

☐ No

*Response required

10.15. Proposal Package*

Enter your proposal in the format required by this solicitation. Review Scope of Work for Submission Format. PDF format preferred but Word is also acceptable, or Excel if applicable to the solicitation.

*Response required