



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

WORKFORCE EDUCATION CURRICULUM ON VIRTUAL REALITY DEVICES

FDC RFP-25-037

RELEASED ON
March 11, 2025

By the:
Florida Department of Corrections
Bureau of Procurement
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TIMELINE
FDC RFP-25-037

The Department established the following Timeline for this RFP. Each Vendor must adhere to this Timeline and any Timeline revisions(s). The Department will post any Timeline revision as an addendum to the RFP advertisement in accordance with Section 3.14 of this RFP. All references to the "Timeline" herein refer to the Timeline in this Section.

EVENT	DUE DATE	LOCATION
Release of RFP	March 11, 2025	Vendor Information Portal (VIP): https://vendor.myfloridamarketplace.com/
Last Day for written inquiries to be received by the Department	March 25, 2025 at 5:00 p.m., ET	Submit to: Florida Department of Corrections Bureau of Procurement, McKayla Bailey purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquiries	April 15, 2025	VIP: https://vendor.myfloridamarketplace.com/
Sealed Proposals Due and Opened (Opening Date or Proposal Opening)	May 6, 2025, at 2:00 p.m., ET	Submit to: Florida Department of Corrections McKayla Bailey, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399 Subject: RFP-25-037 Workforce Education Curriculum on Virtual Reality Devices
Evaluation Team Meeting	May 13, 2025, at 3:00 p.m., ET	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	June 2025	VIP: https://vendor.myfloridamarketplace.com/

SECTION 1.0 - INTRODUCTORY MATERIALS

1.1 Definitions

The following terms used in this RFP, unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1.1 **Agency Term Contract (ATC or Contract)**: The formal written agreement between the Department and the Contractor, which results from this RFP and is mandatory for use by the entire Department.
- 1.1.2 **Business Day**: Days Monday through Friday, excluding State holidays or other official closures.
- 1.1.3 **Business Hour**: Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Standard Time (EST or ET), excluding State holidays or other official closures, unless otherwise stated in this RFP or resulting Contract.
- 1.1.4 **Contract Manager**: The Department employee, or designee, who will serve as a liaison between the Vendor and Department under the Contract and will monitor the Contractor's progress and Contract performance to ensure the procured products and services conform to the Contract's requirements.
- 1.1.5 **Contractor**: A legally qualified corporation, partnership, or other business entity that submitted a Proposal to the Department in response to this RFP and is awarded this Contract.
- 1.1.6 **Correctional Institution or CI**: Any prison or other correctional facility, temporary or permanent, in which Inmates are housed under the custody of the Department.
- 1.1.7 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered during Contract compliance monitoring, and a plan for remediation of those deficiencies.
- 1.1.8 **Day**: A Calendar Day, unless otherwise noted.
- 1.1.9 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance.
- 1.1.10 **Department (FDC)**: The State of Florida, Department of Corrections.
- 1.1.11 **Evaluation Methodology**: The process utilized by the Department to evaluate the portions of a Responsive Proposal against pre-determined, established Evaluation criteria, to determine scores and final ranking of qualified, Responsible Vendors.
- 1.1.12 **HIPAA**: The administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) that address the security and privacy of health data.
- 1.1.13 **Hour(s)**: Includes Business Hours and non-business hours.

- 1.1.14 Individualized Education Plan:** A required document for students with disabilities under the federal Education for Individuals with Disabilities Education Act (20 U.S.C. Chapter 33).
- 1.1.15 Inmate:** An individual who is incarcerated by the Department.
- 1.1.16 Inmate Student:** An Inmate who attends online educational classes.
- 1.1.17 Mandatory Responsiveness Requirements:** Terms, conditions, or requirements that must be met by the Vendor to be responsive to this RFP. Failure to meet mandatory requirements will cause the Department to find a Proposal non-responsive.
- 1.1.18 Material Deviations:** A deviation from the requirements and specifications herein, which, in the Department's sole discretion, is not in substantial accord with the requirements and specifications, provides a significant competitive advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items, or on the cost to the Department.
- 1.1.19 Minor Irregularity:** A variation from the requirements and specifications herein that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors and does not adversely impact the Department's interests.
- 1.1.20 Proposal:** A Vendor's written response submitted in response to this RFP.
- 1.1.21 Prison Rape Elimination Act (PREA):** 28 C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local Institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.1.22 RFP:** Request For Proposals.
- 1.1.23 Secured Internet Access:** Refers to the Department-approved approach by which Inmate Students may access electronic/digitized educational resources that are provided on an internet-based learning management system through the use of security software proxies and/or secured learning devices specifically designed to limit Inmate Student access to only those designated sites and/or URLs that are approved for educational purposes as defined by the respective educational Program.
- 1.1.24 Secured Learning Device:** Refers to secured technology hardware specifically designed for carceral settings by which Inmate Students access digitized educational resources as part of an education Program.
- 1.1.25 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the RFP requirements and the integrity and reliability that will assure good faith performance.
- 1.1.26 Responsive Proposal(s):** A Proposal, submitted by a responsive and

Responsible Vendor, which conforms in all material respects to this RFP.

1.1.27 State: State of Florida.

1.1.28 Subcontract: An Agreement entered into by the Contractor with any other person or organization that agrees to perform any Contractual obligation for the Contractor, specifically related to securing or fulfilling the Contractor's obligations to the Department under the terms of the Contract.

1.1.29 Value-Added Services: Additional services and/or commodities the Vendor may offer the Department, at no additional cost, in addition to the services and/or commodities expressly sought by this RFP, which may be unknown to the Department at this time, yet meet its overall goals.

1.1.30 Vendor: A legally qualified corporation, partnership, or other entity submitting a Proposal to the Department pursuant to this RFP.

1.2 Background

As Florida's largest agency, and the third-largest state prison system in the United States, the FDC has nearly 24,000 full-time employees, incarcerates approximately 80,000 Inmates, and supervises nearly 146,000 offenders in the community. The Department's Office of Institutions manages 143 facilities statewide, including major Institutions, annexes, work camps, road prisons, forestry camps, re-entry centers, and community release centers. The Department's Office of Community Corrections monitors and supervises adult offenders out of 130 offices within 20 judicial circuits. The Department divides its operations geographically into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida), and Region IV (South Florida). Each region has a Regional Director of Institutions who supervises all Wardens in that region and a Regional Director of Community Corrections who supervises all Circuit Administrators in that region.

1.3 Statement of Purpose

The Department is requesting Responsive Proposals for the provision and implementation of Workforce Readiness/Employability Skills curriculum and industry-recognized credential delivered via virtual reality (VR) devices (or Secured Learning Devices). The curriculum and credential is designed to prepare incarcerated adults who are returning to the workplace upon release from prison and will serve up to 20,000 Inmates at Department-operated Institutions.

Program services shall include, but are not limited to:

- a) Online curriculum in Workforce Readiness/Employability Skills;
- b) Aligned Readiness Certificates in Workforce Readiness/Employability Skills;
- c) VR devices for delivery of curriculum;
- d) Comprehensive reporting on Inmate progress, instructional time, completion rates, and any other reports the Department may require during the term of the Contract;
- e) All necessary network capabilities required to communicate across the Vendor's online system; and

- f) Network operations, repair, maintenance, and updates of all Vendor-related equipment and software.

The Department's objectives for the Workforce Readiness/Employability Skills instruction and credentialing are to:

- a) Reduce recidivism while enhancing public safety and promoting post-release success;
- b) Create an educational foundation that will enable Inmates to become more employable, productive, and self-sufficient citizens;
- c) Document and improve Workforce Readiness/Employability Skills of Inmates who demonstrate skills at and above fifth (5th) grade level equivalency; and
- d) Equip Inmates with Workforce Readiness/Employability Skills certificates that can be used for post-release employment.

The Department intends to award one (1) Contract for the services outlined in this RFP.

1.4 Implementation

The Vendor must have the capability to implement services, as described herein, no later than May 30, 2025, unless the Department approves an alternate timeframe.

1.5 Contract Term

The initial term of the Contract shall be for three (3) years pending continued legislative appropriation.

1.6 Contract Renewal

The Department may renew the Contract for up to three (3) renewal years, or portions thereof, in accordance with Section 287.057(14), Florida Statutes (F.S.), at the same prices, terms, and conditions. If the Department makes the determination to renew the Contract, written notice will be provided to the Vendor, no later than 90 Days, prior to the Contract expiration date.

1.7 Conflicts and Order(s) of Precedence

All Proposals are subject to the terms and conditions of the following sections of this RFP, which in case of conflict, shall have the following order of precedence:

- a) RFP Addenda, in reverse order of issuance;
- b) RFP document, including attachments or exhibits; then
- c) General Contract Conditions (PUR 1000) (Section 4.1); then
- d) General Instructions to Vendors (Form PUR 1001) (Section 3.1).

1.8 Vendor Inquiries

Questions related to this RFP must be received in writing via email, by the Procurement Officer listed below within the time indicated in the Timeline. Oral inquiries or written inquiries submitted after the period specified in the Timeline will not be acknowledged.

All inquiries shall be labeled with the solicitation title and number in the subject line of the email.

Responses to questions will be posted on the Vendor Information Portal (VIP), on or about the date referenced in the Timeline. The VIP is located at:
<https://vendor.myfloridamarketplace.com/>.

Procurement Officer Contact Information

McKayla Bailey, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
Email: Purchasing@fdc.myflorida.com

Vendors responding to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response per Section 287.057(25), F.S.

Any person requiring special accommodation in responding to this solicitation, because of a disability, should call the Bureau of Procurement, at (850) 717-3700, at least five (5) Business Days prior to any Pre-Proposal Conference, Proposal Opening, or meeting. If you are deaf, hard-of-hearing, deaf-blind, or speech disabled, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY/ASCII).

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

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SECTION 2.0 - SCOPE OF WORK

2.1 Scope of Services - General Description of Services

The Department intends to award a single Contract for the provision of a Workforce Readiness/Employability Skills curriculum delivered via VR devices that will provide Inmates with an industry recognized credential (Program).

Currently secured, limited internet access (or Secured Internet Access) is available for online instruction and assessments. The Vendor will need to comply with the Department's current Inmate technology infrastructure requirements. The Department will approve the technology plan prior to installation or use.

2.2 Service Locations

The Vendor shall have the ability to provide Program services potentially and over time at all Institutions, listed in **Attachment I – Service/Delivery Locations**.

The Department reserves the right to add or delete service locations. Any revision or update to service locations shall be valid upon 30 Days' written notice from the Department and requires a formal Contract amendment, per Section 4.22.

2.3 Confidentiality

The Contractor shall maintain confidentiality with reference to FDC business or services, or individuals entrusted to FDC's care, or individual Inmates receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and Contractor agree that all information and records obtained while providing services to Inmates shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

The Vendor or Contractor agrees to keep all Department personnel information (i.e., Department's staffs' telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person, unless released, in writing, by the Department.

2.4 Department Responsibilities

2.4.1 The Department will work with the Contractor to coordinate the participation of each Inmate referred to the Program. The Department reserves the right to deny participation to Inmates with a history of computer crimes, inappropriate computer use, or any other risk factors, as determined by the Department, in its sole discretion.

2.4.2 The Department will provide the Contractor with access to all applicable Department rules and regulations. The Department will inform the Contractor of any regulatory or operational changes impacting the delivery of services.

2.4.3 The Department will provide classroom and testing space within the secure perimeter of the Service Location(s).

2.4.4 The Department will provide a Contract Manager to coordinate Workforce Readiness/Employability Skills curriculum delivered via VR devices and aligned curriculum education efforts and serve as a liaison with the Contractor.

2.5 Contractor Responsibilities

2.5.1 The Contractor shall be a vendor that can provide Workforce Readiness/Employability Skills curriculum delivered via VR devices, online Workforce Readiness/Employability Skills assessments, and online aligned curriculum.

2.5.2 The Contractor shall comply with the Department's policy regarding Non-Discrimination, which states, "No person on the grounds of race, creed, color, national origin, age, sex, marital status or disability, shall be excluded from participation in, be denied the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

2.5.3 The Contractor shall provide reasonable accommodations for exceptional education Inmates and Inmates with disabilities who may require such accommodations to complete the coursework and credentialing program successfully.

2.5.4 The Contractor shall be responsible for all costs associated with providing technical support for setting up, installing, and maintaining the software and/or Program.

2.5.5 The Contractor shall provide the Department with enrollment, instructional, completion, and certificate reports for all Inmate students participating in the program.

2.5.6 The Contractor shall be responsible for providing the following supplies:

- a) All software and courseware required to provide Program services under the Contract;
- b) All instructional materials and supplies, as needed, to provide the required services under the Contract; and
- c) All consumable supplies required for an Inmate's participation and completion of coursework, including, but not limited to, writing materials (pens, pencils, paper, and highlighters), and headphones, if the coursework has auditory portions.

2.5.7 The Contractor shall be responsible for providing and updating all Program materials, including Department-provided and Department-approved curriculum, audiovisual materials, and other support materials, as appropriate, for each Inmate. This shall include materials for Inmates with exceptional educational or disability needs.

2.5.8 The Contractor shall issue a certificate of completion to every Inmate who completes the curriculum and provide a copy to the Department.

2.5.9 The Contractor's staff providing on-site services under the Contract shall complete any Department-required mandatory training, as directed by the Warden of the

Service Location. This includes training courses on entry and exit procedures, interacting with Inmates, the Prison Rape Elimination Act (PREA), and other Institutional processes.

2.5.10 The Contractor shall provide adequate access to the Contractor's network, that is separate from the Department's networks.

2.5.11 The Contractor shall provide Inmate access to the Contractor network, and maintain student records during the timeframes outlined and agreed to by the Department.

2.6 Program Services

The Contractor shall meet or exceed the following requirements for the delivery of the Program.

2.6.1 Development of Program

The Contractor shall maintain the resources, capability, and capacity for development in such areas as curriculum design/development, career-based course expansion, workforce preparation, and support capabilities.

2.6.2 Curriculum, Assessments, and Remediation

The Contractor's Program shall include the following standards for the development of a curriculum, assessing each Inmate's progress, and providing remediation services for Inmates:

- a) The Contractor's curriculum shall be aligned with employer and career expectations.
- b) The Contractor's curriculum shall be based on rigorous content and application of knowledge through higher-order thinking skills.
- c) The Contractor's curriculum shall be based upon the strengths and lessons of current State employer standards, as established by the Florida Department of Education and the Florida Department of Commerce.
- d) The Contractor shall assess and track Inmates' progress throughout the Program, and shall provide a Monthly Summary Report and other reports, per Section 2.9.
- e) The Contractor shall have the resources, capabilities, and procedures for providing individualized instructional remediation to Inmates who receive failing grades on assessments.

2.6.3 Readiness for Delivery and Operation

All software applications and components the Vendor proposes must be currently operational in an educational setting, with the exception of new improvements or updates.

The Department understands that a Contractor's Program would require adaptation to the Department's requirements and that software may require additional customizations. Proposals received which are based solely on undeveloped services or software will be rejected.

2.6.4 Training

Once per month, the Contractor will meet with Department staff virtually or in-person to provide guidance, coaching, Program updates, and resolution of Program-related topics. The Department reserves the right to require the Contractor to provide additional face-to-face training and meetings with Departmental staff.

2.6.5 Service Times

The Contractor shall provide Inmates with access to course content, per Section 2.1, from 7:00 a.m. to 5:00 p.m., ET, Monday through Friday, excluding State holidays, for the duration of the Contract. Any revision or update to service times must be requested and approved by the Department's Contract Manager. If requested by the Department, service time changes shall be valid upon 30 Days written notice. Changes to this section may be made upon written request or approval from the Department and does not require a formal Contract amendment.

2.6.6 Course Completion Rate

The Contractor shall maintain a quarterly completion rate of no less than 75% of enrolled students earning a Workforce Readiness/Employability Skills certificate per quarter. The quarterly completion rate shall be based on a rolling 12-month period. The rate shall be calculated as the number of Inmate Students per three (3) month period, divided by the total number of Inmate student completions per quarter.

- a) The first three (3) months of Program services, at each Service Location, will not be included in these calculations.
- b) Any month during which a Service Location has five (5) consecutive Business Days of Program inactivity, due to no fault of the Contractor, will be excluded from that Service Location's calculation. The previous three (3) months of continuous data will be used.
- c) Progress towards the measure shall be reported monthly and included in the Monthly Reports, as described in Section 2.9.

The required completion rate will be reviewed quarterly by the Contract Manager.

2.6.7 Post-Program Performance

The Contractor shall ensure that Inmates who complete the Program demonstrate post-release workforce readiness/employment skills by earning a recognized certificate. Achievement of the required post-Program performance shall be reviewed quarterly by the Contract Manager, as described in Section 2.11.5.

2.6.8 Remediation Services

The Contractor shall provide remediation services to Inmates who complete the Program, but fail to secure the recognized certificate. Services must include remediation that addresses all deficient skills and allow for credentialing testing retake.

2.6.9 Value-Added Services

The Vendor may offer Value-Added Services to the Department. Value-Added Services include any additional services that the Vendor offers to provide as part of the Contract, that clearly exceed the minimum requirements of service delivery, and/or that may be unknown to the Department at this time.

Any Value-Added Service offered by the Vendor, if accepted by the Department, may become a requirement, and be part of the minimum service specification contained in the Contract.

The Vendor shall provide with its Proposal, a detailed description of any Value-Added services offered to the Department. Value-Added Services are provided at no cost to the Department. An example would be, "the Vendor will provide Program services in additional languages."

2.7 Contractor System Requirements

2.7.1 Technical Requirements

The Contractor shall adhere to all applicable procedures and standards of the Department's Office of Information Technology (OIT) relating to the operation of the Program.

- a) The Contractor's learning platform shall be compatible with Windows 10 or higher operating system and the most current versions of the Microsoft Edge or Google Chrome browsers. The Contractor shall upgrade its platform, as needed, to meet the minimum support requirements of Microsoft Office 365.
- b) The Contractor's learning platform shall provide administrator access to the Department for control functions and audit capabilities. The Department's administrators shall control all access to the learning platform, and all administrative activity must be logged and reviewable.
- c) The Contractor's learning platform shall have user-level access control for each Inmate, including a unique username or number and strong password.
- d) The Contractor shall provide technical support to the Department and Inmates from 7:00 a.m. through 5:00 p.m., ET, Monday through Friday, excluding State holidays. This support shall assist with the resolution of all issues relating to Inmate use of the computer equipment and application software required to participate in the Program.

- e) The Contractor shall ensure that Inmate access is absolutely limited to the Contractor's educational site, at all times, and the intended educational Program only as defined in the resulting Contract. The Contractor shall be able to provide supporting proof or evidence of this to the Department at any time.
- f) The Contractor shall ensure all Inmate activity in its online learning platform is logged. This log shall include, but not be limited to, all Department user identities, originating IP addresses, learning platform action dates and times, and all learning platform resources accessed. The Contractor will provide these logs to the Department within 48 hours of the Department's request.
- g) Upon request, the Contractor shall permit the Department to conduct on-site audits of the Contractor's education Program and Contractor network at any related server or network location.
- h) The Contractor shall provide the Department with the ability to audit and monitor all live Department user activity (network connection and Program-related). This includes the ability to access all network resources, including those in the Contractor's host environment, to confirm all necessary network controls are enforced.
- i) The Contractor will provide the Department with a reporting dashboard that allows the viewing of daily classroom activity at any time.
- j) The Contractor shall maintain and provide upon request, all Inmate records of Program and network-related activities for a minimum of five (5) years, or as required by federal or State law and/or the records retention requirements.
- k) The Contractor shall acquire prior Department approval for all internet destinations and uses before they are included for use in the Program and made available to any Inmate.
- l) The Contractor shall immediately notify the Department of any online use at unapproved sites or network failures, and the Contractor shall ensure that Inmates do not have access of any kind to any online or network resources beyond the approved educational site(s) should a failure occur.
- m) The Contractor shall keep a complete record of any content or network failure, and shall provide the record to the Department upon request.
- n) Upon identification, the Contractor shall immediately notify the Department of any suspected incident of attempted or successful unauthorized access or changes to the online education content or network. If compromised, the affected network(s) shall be made unavailable to Inmates until the Department confirms the security of the network and authorizes re-establishment of Program services.

- o) The Contractor shall acquire Department approval prior to any change in Program content or configuration.
- p) The Contractor shall provide the Department with the means to terminate the Program sessions at any time.
- q) The Contractor's network connections shall enter and terminate in a facility, only as approved by the Department, and to destinations that provide a locked environment (e.g., a room secured by a keyed or digital locking system or a locked box in which the equipment can be placed) to which the Department has equal access.
- r) The Contractor shall clearly mark its equipment and shall color-code all cabling serving its equipment in order to distinguish it from any other cabling.
- s) Where appropriate, the Contractor shall secure in a locked environment (e.g., a room secured by a keyed or digital locking system or a locked box in which the equipment can be placed) all equipment in locations where Inmates have routine access.
- t) The Contractor shall provide backup management, disaster recovery, or data loss protection for all Program data.
- u) The Contractor shall provide a monthly system Uptime report to the Department.

2.7.2 Software Development and Support Capabilities

The Contractor shall maintain the capacity to provide all software and systems support critical to the services as described in this RFP.

- a) **Software Development Plans:** The Contractor shall maintain an adequate number of staff with the appropriate skill levels and locations pertinent to customizing and maintaining software for the Contract.
- b) **Software Quality:** The Contractor shall ensure quality software engineering practices, and in particular, certification under the ISO 20001 series, CMMI, or other recognized quality practice standards, and maturity level certifications. The Contractor shall also have a software elevation process and controls over that process in place to ensure quality assurance. The process should show the expected interaction with and role involvement of the Department in the assurance and control of capabilities and elevation management. Additionally, the Contractor shall maintain rollback features of the program or process to allow for any problem recovery from unforeseen events or issues.
- c) **Software Support:** The Contractor shall have a process in place for managing prioritization, development, and delivery of on-going enhancement requests and defect solutions.

- d) **Content Compatibility:** The Contractor shall be able to accept curriculum content updates and revisions to its software from the Department.

2.8 Contractor Staff Requirements

The Contractor shall provide qualified staff who possess the appropriate skills and training to execute the requirements of the Contract effectively.

2.8.1 Staffing Levels and Qualifications

The Contractor shall provide an appropriate level of trained staffing for the provision of services outlined herein, and shall ensure that staff providing services have a minimum of a high school diploma or equivalent. Additionally, the Contractor shall liaise and maintain a good working relationship with the judiciary, criminal justice system, Department staff, and the community, as required to support the Contract.

The Contractor shall not provide individuals possessing temporary work visas to fill positions under the Contract.

All Contractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff, Department staff, and Inmates.

2.8.2 Staff Training

The Contractor shall ensure its staff are professionally equipped to provide online educational assessments and instructional services.

2.8.3 Conduct and Safety Requirements

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

2.8.3.1 The Contractor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another.

2.8.3.2 The Contractor's staff shall not interact with any Inmate, except in a relationship that supports services under the Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate or an Inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor shall report to the Contract Manager any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to Inmates, their family, or close associates.

- 2.8.3.3** The Contractor's staff shall not enter into any business relationship with Inmates, or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. Unless approved in writing by the Contract Manager, the Contractor's staff shall not have outside contact (other than incidental contact) with an Inmate, or their family or close associates, except for those activities that are to be rendered under the Contract.
- 2.8.3.4** The Contractor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Contractor or the State. In providing services pursuant to the Contract, the Contractor shall ensure that its staff avoids both misconduct and the appearance of misconduct.
- 2.8.3.5** Any violation or attempted violation of the restrictions referred to in this section regarding staff conduct shall be reported by phone and in writing to the Contract Manager including proposed action to be taken by the Contractor. Any failure to report a violation, or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to, and including termination of the Contract.
- 2.8.3.6** The awarded Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager within 24 hours, of the Contractor's knowledge of the incident.

2.8.4 Staff Background/Criminal Records Checks

- 2.8.4.1** The Contractor's staff, assigned to the Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract term. The Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide the following data for any individual of the Contractor's or Subcontractor's staff providing services under the Contract: full name, race, gender, date of birth, social security number, driver's license number, and state of issue. The Contractor's staff shall submit to Level II fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new staff to be on permanent status until the Department receives a favorable report from the FBI.

- 2.8.4.2** The Contractor shall ensure that the Contract Manager is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Contractor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- 2.8.4.3** No person who has been barred from any Department Correctional Institution or facility shall provide services under the Contract, without prior written approval from the Contract Manager.
- 2.8.4.4** Inmates shall be precluded from any supervision or placement in a program where pre-existing or continuous close personal relationships exist between the Inmate and any Contractor staff. It is the responsibility of the Contractor to advise the Contract Manager of any known pre-existing close personal relationships between staff and Inmate(s). Rule 33-208.002(26), F.A.C. shall apply to the Program, which stipulates that marriage between employee and Inmate is prohibited.
- 2.8.4.5** The Contractor shall not permit any individual to provide services who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work for other elements of the Contractor's company that are independent of the contracted services. The objective of this provision is to ensure that no employee under any such legal constraint from having contact with or access to any records of the Department's Inmates participating at Service Locations.
- a. The Contractor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
 - b. The Contractor shall immediately report any new arrest, criminal charge(s), or convictions of a current employee under the Contract.
 - c. A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the Contractor from hiring the proposed employee. However, the Department must provide prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall require that all proposed employees provide to them the details of any criminal background information. The Contractor shall make full written report to the Contract Manager within 24 hours whenever an employee has a criminal charge filed against them, an arrest, or receives a notice to appear for violation of any criminal law involving a misdemeanor, felony, or ordinance (except minor violations for which the fine or bond forfeiture is

\$200 or less), or when the Contractor or any of their staff has knowledge of any violation of the laws, rules, directives, or procedures of the Department.

- d. The Contractor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.

2.8.5 Tuberculosis (TB) Screening

The Contractor shall ensure all staff performing services under the Contract are screened and/or tested for TB prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, Employee Tuberculosis Screening and Control Program. The Contractor shall provide the Institutional Environmental Health & Safety Officer with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Department's contracted health services provider shall not be responsible for obtaining the TB screening/testing and shall bear no costs associated with the TB screening/testing for Contractor staff or Subcontractor staff.

2.8.6 Staff Availability

The Contractor shall ensure that staff performing services under the Contract are available from 7:00 a.m. to 5:00 p.m., ET, Monday through Friday, excluding State holidays, for the duration of the Contract. Staff members will be required to provide notification to the local Department Educational staff of absences planned and unplanned.

2.9 General Reporting Requirements

The Contractor shall submit the reports delineated below, in an approved format, to the Contract Manager. The Department reserves the right to modify reporting requirements as necessary, upon 30 Days' written notice to the Contractor. The Department encourages the Contractor to submit copies of the required reports by email, utilizing the Microsoft Office Suite and/or Adobe applications. All reports shall include the Contractor's name, Contract number, mailing address, email address, phone number, location(s), and the Program title. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

2.9.1 Program Invoice and Monthly Summary Reports

Program invoices, which shall specify the service dates, the Contractor's name, contact number, mailing address, federal employer identification number (FEIN), unit rates, and phone number, shall be submitted to the Contract Manager within 10 Days following the end of the month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and shall include the following reports:

- a. Inmate Report: The Monthly Inmate Report shall delineate, by service location and Inmate, the following information to track the progress of Inmates enrolled in the program:
 - 1) Inmate name;
 - 2) Inmate DC identification number;
 - 3) Service Location;
 - 4) Name of the instructional curriculum including sub parts/modules in which participation occurred; and
 - 5) Nationally-recognized certificates/credentials earned by the Inmates.
- b. A system Uptime Report will provide uptime monitoring data (the amount of time the Program was available and operational, excluding standard approved downtime for system maintenance) and submitted monthly in a format approved by the Contract Manager.

2.9.2 Quarterly Reports

The Contractor shall provide quarterly performance reports to the Department addressing the Contractor's compliance with providing the services outlined in this RFP. If issues of non-compliance are identified in the Quarterly Performance Reports, financial consequences will be assessed in accordance with Section 2.11. of this RFP. The Quarterly Performance Reports shall be submitted by the 10th Calendar Day of the month following the end of the corresponding quarter.

2.9.3 Final Report

The Contractor shall provide to the Contract Manager a Final Report, by the 10th Calendar Day of the month following the end of the Contract term. The Final Report shall include a summary of all courses provided to Inmates, number of Inmates that participated, and the total number of credentials earned. The Final Report shall also include the number of Inmates that exited the Program prior to completion.

2.9.4 Ad-Hoc Reports

The Contractor shall provide the Department with ad-hoc reports, upon request of the Contract Manager, within the timeframe specified in the request, or specified elsewhere in this RFP.

2.10 Deliverables

The following services or service tasks are identified as Deliverables for the purposes of the Contract:

2.10.1 Program services, provided to each Inmate, as stated in **SECTION 2.0, SCOPE OF WORK**; and

2.10.2 Reports, as required in Section 2.9, General Reporting Requirements.

2.11 Performance Measures and Financial Consequences

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

Listed below are the key Expectations, Measurement Durations, and Financial Consequences deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance expectations and measures (level of achievement) are met.

Financial consequences shall not exceed the total Contract amount.

2.11.1 Performance Measure #1 – Instructional Activities

Expectation: The Contractor's Workforce Readiness/Employability Skills Program shall be available to Inmates from 7:00 a.m. through 5:00 p.m., ET, Monday through Friday, excluding State holidays.

Measurement Duration: Monthly

Financial Consequence: The Department will assess financial consequence in the amount of \$1,000 for each hour, or portion thereof, that the Program is unavailable to Inmates during the required timeframe.

2.11.2 Performance Measure #2 – Monthly Summary Reports

Expectation: The monthly reports, as outlined in Section 2.9, shall be submitted to the Contract Manager by the 10th Day of the month following the month during which services were provided.

Measurement Duration: Monthly

Financial Consequence: The Department will assess a financial consequence in the amount of \$100 per Day beyond the required timeframe, until all monthly reports are submitted.

2.11.3 Performance Measure #3 – Quarterly Reports

Expectation: The Quarterly Reports, as outlined in Section 2.9, shall be submitted to the Contract Manager by the 10th Day of the month following the end of the corresponding quarter. The Contract Manager will make note of each occurrence that the Quarterly Reports are not received within the required timeframe. All Quarterly Reports shall be received by

the required timeframe.

Measurement Duration: Quarterly

Financial Consequence: The Department will assess a financial consequence in the amount of \$100 per Day beyond the required timeframe, until all reports are submitted.

2.11.4 Performance Measure #4 – Course Completion Rate

Expectation: The quarterly course completion rate shall meet the requirements. The Contract Manager will make note of each occurrence where the rate is not met. The Contractor shall achieve compliance in reaching the required completion rate.

Measurement Duration: Quarterly

Financial Consequence: The Department will assess a financial consequence in the amount of \$5,000 per quarter for every 5% below 75% when the quarterly completion rate is less than 75% for the quarter.

2.11.5 Performance Measure #5 – Post-Program Performance

Expectation: Eligible Inmates who complete the Contractor's Program shall receive a nationally recognized Workforce Readiness/Employability Skills certificate.

Measurement Duration: Quarterly

Financial Consequence: The Department will assess a financial consequence in the amount of \$5,000 per eligible Inmate who does not receive a nationally recognized Workforce Readiness/Employability Skills certificate.

2.11.6 Performance Measure #6 – Final Report

Expectation: The Final Reports, as outlined in Section 2.9, shall be submitted to the Contract Manager, by the 10th Day of the month following the end of the contract term.

Measurement Duration: Month Following End of Contract Term

Financial Consequence: The Department will assess a financial consequence in the amount of \$100 per Day beyond the required timeframe, until all reports are submitted.

2.11.7 Performance Standards

The standard for each performance measure must be met for the amount of time specified. The Contractor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards.

By responding to this RFP, the Vendor expressly agrees to the assessment of financial consequences, in addition to all other remedies available to the Department by law.

The Contract Manager will provide written notice to the Contractor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 Business Days of receipt of a written notice of payment for financial consequences, the Contractor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Contractor may issue a credit for the amount of the financial consequences due on the next monthly invoice. Documentation of the amount of consequences imposed shall be included with the invoice.

By execution of the Contract, the Contractor hereby acknowledges and agrees that its performance shall meet the standards set forth above. Any failure by the awarded Contractor to achieve the Performance Measures identified above will result in the assessment of Financial Consequences. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this RFP.

2.12 Monitoring Methodologies

The Contract Manager will monitor the Contractor's service delivery to determine if the Contractor has achieved the required level of performance for each Performance Measure identified in Section 2.11 of this RFP.

If the Department determines that the Contractor has failed a Performance Measure, the Contractor will be contacted by the Contract Manager to address the area of non-compliance. The Contractor shall correct all identified areas of non-compliance within 30 Days of notice. The Department may utilize any or all of the following monitoring methodologies in monitoring the Contractor's performance under the Contract, and in determining compliance with the Contract terms and conditions:

- a. Site visits (announced and/or unannounced);
- b. Reviews of Inmate education files to ensure delivery of required services;
- c. Desk reviews of records related to service delivery (shall include any documents and databases pertaining to the Contract and may be based on all documents, data, or a sampling of same whether random or statistical);
- d. Interviews and/or surveys with Contractor and/or Department staff and Inmates;

- e. Review of grievances filed by Inmate/residents regarding Contractor's service delivery; and
- f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.)

2.13 Financial Specifications

2.13.1 Funding Source

The Department's ability to pay for services under the Contract, funded by Inmate Welfare Trust Fund, is contingent upon an annual appropriation by the Legislature. The cost of services paid under any other Contract or from any other source are not eligible for reimbursement under the Contract.

2.13.2 Invoicing and Payment of Invoice

The Contract will be paid at a fixed-rate, per Workforce Readiness/Employability Skills certificate earned. At this time, the Department is not considering alternative pricing models for this service. The Department will compensate the Contractor for services, as specified in **Attachment II – Cost Proposal Sheet**. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The Contractor agrees to request compensation, on a monthly basis, through submission of a properly completed invoice within 10 Days following the end of the month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required reports as outlined in Section 2.9, General Reporting Requirements, and shall be submitted to the Contract Manager and shall include all required information.

The Contractor's invoice shall include the Contractor's name, contact number, mailing address, federal employer identification number (FEIN), phone number, and dates of service.

2.14 Subcontracts

The Contractor is fully responsible for all work performed under the resulting Contract. The Contractor may, upon receiving written consent from the Contract Manager, use service providers and/or enter into written Subcontract(s) for the performance of certain functions under the resulting Contract. Anticipated Subcontract agreements known at the time of Proposal submission, including the Subcontract amount, must be identified in the Proposal. If a Subcontract has been identified at the time of submission, a copy of the proposed Subcontract must be submitted to the Department. No Subcontract, which the Contractor enters into with respect to the performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. All Subcontractors, regardless of function, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. The Contractor shall make all payments to Subcontractors.

If a Subcontractor is utilized by the Contractor, the Contractor shall pay the Subcontractor within seven (7) Business Days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any Subcontractor for any expenses or liabilities incurred under any Subcontract. The Contractor shall be solely liable to the Subcontractor for all expenses and liabilities under the Contract. The Contractor's failure, without reasonable cause, to pay the Subcontractor within seven (7) Business Days will result in a penalty to be paid by the Contractor to the Subcontractor in the amount of one-half of one percent (0.5%) of the amount due per Day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

Also, all subcontracts shall comply with the Department's Procedure 205.002 "Contract Management", and shall include the items noted below:

- a. Identity of the Subcontractor (i.e., company, individual, etc.) that will be performing the subcontracted services;
- b. Qualifications of the Subcontractor;
- c. License(s) and certification(s) provided by the Subcontractor, required to perform the subcontracted services; and
- d. Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - i. Cooperation with the Inspector General
 - ii. Cooperation with the Florida Senate and the Florida House of Representatives
 - iii. E-Verify
 - iv. Staff Background/Criminal Records Checks

Additionally, all Subcontractor agreements must include a statement from the proposed Subcontractor acknowledging acceptance of and intent to be bound by the resulting Contract terms included in the Contract between the Department and the Contractor.

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SECTION 3.0 - PROCUREMENT RULES AND INFORMATION

3.1 General Instructions to Vendors (PUR 1001)

The General Instructions to Respondents are outlined in form PUR 1001 which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response.

The PUR 1001 is incorporated by reference and is available at:
<http://dms.myflorida.com/content/download/2934/11780>.

3.2 Cost of Proposal Preparation

Neither the Department nor the State is liable for any costs incurred by a Vendor in response to this RFP.

3.3 Instructions for Proposal Submittal

Each Proposal shall be prepared simply and economically, providing a straightforward, concise, but thorough delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Each Proposal must emphasize completeness and clarity of content and the solution or service proposed. In order to expedite the review of Proposals, it is essential that Vendors follow the format and instructions below and throughout this RFP.

- a. Proposals must be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- b. Electronic submission of Proposals will not be accepted;
- c. Proposals must be delivered on or before the Opening Date and Time, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening;
- d. All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the Proposal opening clearly marked on the outside of each envelope/package. Late Proposals will not be accepted;
- e. The completed **Attachment II – Cost Proposal Sheet, must be sealed in a separate envelope**, but may be included in the package with the Proposal;
- f. Vendors shall submit one (1) signed, original Technical Proposal, four (4) hard copies, and five (5) electronic copies, in a searchable PDF format on CDs, DVDs, or flash drives. The electronic copies must contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 4.24, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of its redacted Proposal in a searchable PDF format, on CD, DVD, or flash drive. The submitted CDs, DVDs, or flash drives must not be protected with a password or encrypted.

3.4 Mandatory Responsiveness Requirements

The following conditions must be met by the Vendor to be considered responsive to this RFP. These Responsiveness requirements are mandatory. Failure to meet these Responsiveness requirements will result in a Proposal being deemed non-responsive. Copies of Non-Responsive Proposals will be retained in the completed RFP file.

- 3.4.1 It is mandatory that the Proposal be received by the Department prior to the date and time specified in the Timeline.
- 3.4.2 It is mandatory that the Vendor complete, sign, and submit Attachment II – Cost Proposal Sheet. The Cost Proposal Sheet should be sealed separately and inserted under **Tab E** of the Proposal.
- 3.4.3 It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment IV – Pass/Fail Certification and Non-Collusion Certification. It should be inserted under **Tab A** of the Proposal.
- 3.4.4 It is mandatory that the Vendor complete, sign, and submit Attachment V – Foreign Country of Concern Attestation (PUR 1355). It should be inserted under **Tab A** of the Proposal.
- 3.4.5 It is mandatory that the Vendor sign and return Attachment VI – Vendor’s Contact Information and Certification. It should be inserted under **Tab A** of the Proposal.
- 3.4.6 It is mandatory that the Vendor complete, sign, and submit Attachment VII – Business Reference Form. It should be inserted under **Tab B** of the Proposal.
- 3.4.7 It is mandatory that the Vendor complete, sign, and submit Attachment IX – Non-Disclosure Agreement for Restricted Information. It should be inserted under **Tab A** of the Proposal.
- 3.4.8 It is mandatory that the Vendor sign and return Attachment X – Security Requirements and Procedures for Contractors. It should be inserted under **Tab A** of the Proposal.
- 3.4.9 It is mandatory that the Vendor complete, sign, and submit Attachment XI – Vendor Certification Form (PUR 7801). It should be inserted under **Tab A** of the Proposal.
- 3.4.10 It is mandatory that the Vendor complete, sign, and submit Attachment XII – Use of Coercion for Labor and Services and Provision of Commodities Produced by Forced Labor (PUR 2024). It should be inserted under **Tab A** of the Proposal.
- 3.4.11 It is mandatory that the Vendor sign and return Attachment XIII – Certification of Drug-Free Workplace Program. It should be inserted under **Tab A** of the Proposal.
- 3.4.12 If applicable, it is mandatory that the Vendor sign and return Attachment XIV – Subcontracting Form. It should be inserted under **Tab A** of the Proposal.
- 3.4.13 It is mandatory that the Vendor submit documentation authenticating the Vendor’s financial stability or financial capability. Documentation must be sealed separately and inserted under **Tab F**.

3.5 Project Proposal Format and Contents

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

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

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab," as used here, is a section separator, offset, and labeled, such that the Evaluation Team can easily turn to "Tabbed" sections during the evaluation process.

3.5.1 Tab A– Executive Summary

Tab A of a Proposal shall include an Executive Summary (narrative) of the Vendor's method of delivering the required services, in compliance with the minimum requirements and Scope of Services outlined in this RFP. The synopsis should contain sufficient detail addressing all elements of the required equipment and service delivery and should be prepared in such a manner that clearly indicates the Vendor's understanding of the requirements of the RFP, and its intention to comply with those requirements. The Executive Summary shall be signed by a representative of the Vendor who is authorized to legally bind the corporate entity submitting the Proposal. The Executive Summary shall also contain information addressing each of the following requirements:

- 3.5.1.1** If the Vendor will use Subcontractors to provide any of the services, the Vendor shall provide detailed information for all Subcontractors it plans on contracting with to provide any of the services under the Contract. This information shall be provided in accordance with Section 2.14 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) Subcontractor will be providing under the Contract, the number of years the Subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the Subcontractor has provided, and all instances of Contractual default or debarment (as a prime or a Subcontractor) the Subcontractor has had in the past three (3) years.
- 3.5.1.2** A statement from any proposed or existing Subcontractor acknowledging acceptance of and intent to be bound by the Contract terms should the Vendor be awarded any Contract resulting from this RFP and include a statement indicating the percentage of work to be completed by the Vendor, and each Subcontractor, as measured by the percentage of the total Contract. The statement shall bear an

original signature from a person authorized to bind the Subcontractor legally. The proposed Subcontractor shall also be licensed to conduct business in the State of Florida.

If a joint venture, the parties must agree to be jointly responsible for all Contract requirements while also developing an internal governance process that defines which party will have key decision making or responsibilities for each area or matter under the resulting Contract.

- 3.5.1.3** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the Florida Secretary of State's Office.
- 3.5.1.4** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State, or no State employee owns a five percent (5%) interest in the Vendor or its affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.5.1.5** A statement certifying that the Vendor has no interest, and shall not acquire any interest, which will conflict with its performance of the services required under this RFP.
- 3.5.1.6** A statement identifying whether the Vendor, or all entities related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor; or Subcontractors), have ever been convicted of fraud, deceit or unlawful business dealings, whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to Federal, State, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction relating to this paragraph. If there have been none, a statement must be provided to this effect.
- 3.5.1.7** A signed and notarized Attachment IV - Pass/Fail Certification and Non-Collusion Certification.
- 3.5.1.8** A complete Attachment V – Foreign Country of Concern Attestation.
- 3.5.1.9** A complete Attachment VI - Vendor's Contact Information and Certification.

- 3.5.1.10 A complete Attachment IX – Non-Disclosure Agreement for Restricted Information.
- 3.5.1.11 A complete Attachment X – Security Requirements and Procedures for Contractors.
- 3.5.1.12 A complete Attachment XI – Vendor Certification Form.
- 3.5.1.13 A complete Attachment XII – Use of Coercion for Labor and Services and Provision of Commodities Produced by Forced Labor (PUR 2024).
- 3.5.1.14 A complete Attachment XIII – Certification of Drug-Free Workplace Program.
- 3.5.1.15 If applicable, a complete Attachment XIV – Subcontracting Form.

3.5.2 Tab B – Business/Corporate Experience and Qualifications

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

The Vendor shall supply the following information for the legally qualified corporation, partnership, or other business entity submitting the Proposal under this RFP that will be performing as the Vendor and insert it under **Tab B**.

3.5.2.1 Business/Corporate Background

The following corporate details for the Vendor and each Subcontractor, if applicable, shall be provided:

- a. Date established;
- b. Ownership (public company, partnership, subsidiary, etc.);
- c. FEIN;
- d. Primary type of business and the number of years conducting primary business;
- e. Total number of employees; and
National accreditations, memberships in professional associations, or other similar credentials.

3.5.2.2 Business/Corporate References

The Vendor shall furnish references with its Proposal, utilizing the form provided as Attachment VII - Business Reference Form, of this RFP. The Department shall, at its discretion use Attachment VIII - Reference Questionnaire, to contact the references provided by the Vendor. To qualify as current experience, services described by corporate reference

shall be ongoing or shall have been completed within the 18 months preceding the issue date of this RFP.

The Department reserves the right to use all information provided in determining Vendor's qualifications and whether the Vendor is responsible, as well as any other information the Department may obtain through any means that bears the issue of responsibility.

This shall include the name and the current telephone number, email address, and mailing address, for the specified contract manager for each identified contract, in addition to the following information:

- a. Estimated annual Contract value;
- b. The term of the Contract, including effective dates;
- c. Reason for Contract end, if the Contract is no longer in effect;
- d. Types of services directly provided by the Vendor under the Contract and whether the Vendor was a prime Vendor or Subcontractor;
- e. Detailed examples of situations where the Vendor excelled at meeting performance criteria or Deliverables; and
- f. A copy of the most recent contract management reviews, Evaluations, audits, or similar documents for those contracts identified.

3.5.3 Tab C – Project Staffing

The purpose of this section is to provide the Department with a basis for determining the Vendor's understanding of the qualifications of personnel required for administrative oversight and/or management of any resulting Contract. The Vendor shall supply information related to staff and insert it under **Tab C** of the Proposal. The information should include:

3.5.3.1 Key Management Personnel and Qualifications

Resumes or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information should demonstrate the required experience and licenses or credentials, as applicable:

- a. **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO.
- b. **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for the administration of the Contract. This individual shall have a minimum of two (2) years' experience within the last five (5) years at the management level, providing direct administrative oversight.
- a. Face sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.2, Insurance, of this RFP.

3.5.3.2 Staffing Plan

The Vendor shall provide a detailed staffing plan outlining plans to fulfill the requirements of Section 2.8, Vendor Staff Requirements.

Additionally, the Vendor shall provide a list of all position titles in the organization that will provide any administrative oversight, support or direct services under the Contract. This position title list should reflect the number of staff with that title who will be providing those services, specify whether it is an on-site position or an administrative oversight position, and include a description of how staff are trained and qualified to provide the services outlined in this RFP.

3.5.4 Tab D – Technical Specifications/Service Delivery Approach

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the requirements of this RFP. The response should fully describe the Vendor's methodology for meeting the Department's requirements for service delivery, outlined in **SECTION 2.0 – Scope of Work**. The Service Delivery Approach Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level. The Vendor shall insert the required information for this section under **Tab D** of the response.

Vendors should be thorough and detailed in their Responses and are encouraged to include any additional relevant information that would assist in evaluating the overall strength of the program.

If offering any Value-Added Services, the Vendor must provide a detailed description of the Value-Added Services the Vendor is offering the Department. Value-Added Services shall be provided at no cost to the Department and are in addition to those services that meet the minimum service requirements and specifications of this RFP.

3.5.4.1 Reporting Samples

The Vendor shall provide report samples per Section 2.9, General Reporting Requirements.

3.5.4.2 Performance Measures and Financial Consequences

The Vendor shall provide a detailed report of understanding regarding the performance measures, and financial consequences listed in Section. 2.11, Performance Measuring and Financial Monitoring of this RFP.

3.5.5 Tab E – Cost Proposal Sheet

Attachment II - Cost Proposal Sheet, shall be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete, or which contain irregularities, as these will be deemed a counteroffer.

By submitting a Proposal under this RFP, each Vendor warrants its agreement to the prices submitted. Any qualifications, counteroffers, deviations, or challenges may render the entire Proposal non-Responsive.

The Cost Proposal Sheet must identify the name of the Vendor, and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Proposal Sheet must be sealed separately.

All calculations will be verified for accuracy by the Department's Bureau of Procurement. In the event a mathematical error is identified, prices submitted by the Vendor will prevail.

3.5.6 Tab F – Financial Stability

This tab must be sealed separately, but shall be included in the package with the Proposal. This Tab must also be saved as a separate document on the electronic copy of a Proposal. Pursuant to Section 287.057(27)(a), F.S., in determining whether a Vendor is a Responsible Vendor, the Department will accept any of the following as evidence of the Vendor's financial stability or financial capability:

1. Financial Statements: A complete set of audited financial statements for each of the last two (2) fiscal years, demonstrating Vendor's satisfaction of financial stability criteria.
2. Documentation of an investment grade rating from a credit rating agency designated as a nationally recognized statistical rating organization by the Securities and Exchange Commission.
3. For a Vendor with annual revenues exceeding \$1 billion, a letter containing a written declaration, pursuant to Section [92.525](#), F.S., issued by the chief financial officer or controller attesting that the Vendor is financially stable and meets the definition of financial stability in Section 287.057(27)(b), F.S. For a Vendor with annual revenues of \$1 billion or less, documentation evidencing that the Vendor is financially stable and meets the definition of financial stability in 287.057(27)(b), F.S. If submitted by Vendor, this subsection requirement shall be reasonably related to the value of the Contract and may not include audited financial statements.

3.6 Proposal Opening

Proposals are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Responses received late (after the Opening Date and time) will not be accepted or considered, and no modifications by the Vendor of any Proposal will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed, or identified. The name of all Vendors submitting Proposals will be made available to interested parties, after the Proposal opening, upon written request, to the Procurement Officer listed in Section 1.8 of this RFP.

3.7 Evaluation Criteria

To assist the Vendor in the development of its Proposal and to facilitate Proposal review and Evaluation by the Department, the Vendor should provide the page number(s) (in Column 2) for the requested information located in **Attachment III - Evaluation Criteria Form**, to cross-reference the contents of Vendor's Proposal, and assist the Department in reviewing and evaluating Proposals. **The Vendor should indicate at the bottom of each sheet the Vendor name.** The Vendor should leave the remaining fields blank for completion by the Department's evaluators.

3.7.1 Evaluation of Proposals

Following the Proposal Opening, the Department will conduct a review of the Mandatory Responsiveness Requirements as a pass or fail (listed in Section 3.4 of the RFP). If a Proposal passes, it will then be evaluated and scored based on the established criteria defined in **Attachment III - Evaluation Criteria Form**. The Evaluation Criteria Form will be used by the Evaluation Team to allocate the technical point value assigned to each Proposal for Category I - Business/Corporate Experience and Qualifications, Category II - Project Staffing, and Category III - Technical Specifications/Service Delivery Approach. The Procurement Officer will allocate the Cost Points of the Evaluation Criteria Form.

The Evaluation will involve the point-scoring of each criterion in each Category by the Evaluation Team and the allocation of Cost Points by the Procurement Officer. The following shows the maximum number of points that may be awarded for each Category:

Evaluation Award Category	Points
Category I – Business/Corporate Experience and Qualifications – Tab B	250 points
Category II - Project Staffing – Tab C	50 points
Category III – Technical Specifications/Service Delivery Approach – Tab D	500 points
Cost Points – Cost Proposal Sheet(s) – Tab E	200 points
TOTAL POSSIBLE POINTS	1,000 points

3.7.1.1 Evaluators will independently score each criterion within a Category. All Evaluators' scores for each Category will be combined and averaged to determine the technical point value for that Category. Each Vendor's technical point value for each Category will then be combined and added to the Cost Point value to determine Final Scores.

Attachment III - Evaluation Criteria Form, includes the questions that have been developed for each Category. A score should be assigned by the Department's evaluators to each question as follows:

Poor: Not included in the Proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.

Adequate: Meets minimum requirements; demonstrates general understanding of the project and acceptable programmatic capability.

Good: Above minimum requirements; Vendor(s) has a good approach with an above-average understanding of the project, and above-average programmatic capability.

Exceptional: Exceeds minimum requirements; demonstrates a superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.

3.7.1.2 Calculation of Cost Points

All Proposals will receive Cost Points according to the formula specified in Attachment III – Evaluation Criteria Form.

3.8 Disclosure of Response Contents

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

3.9 Basis of Award

A Contract will be awarded to the Responsible Vendor with a Responsive Proposal who receives the highest Final Score. The Department reserves the right to award a Contract, in whole, or for part, for the services sought in this RFP. The Department reserves the right to accept, or reject any and all offers, or separable portions, and to waive any Minor Irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State.

3.10 Advertisement of Agency Decision

The Department shall post a public notice of agency action when the Department has made a decision to award a Contract, reject all Proposals, or to cancel or withdraw this RFP.

The notice of agency decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays, and State holidays shall be excluded in the computation of the 72-hour time period). All postings will be made available on the VIP at:

<https://vendor.myfloridamarketplace.com>.

3.11 Disposal of Proposals

All Proposals become the property of the State and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Proposal will not affect this right.

3.12 Rules for Withdrawal

A Proposal may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Vendor, within 72 hours of the

Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 Days after the Opening Date.

3.13 Rejection of Proposals

The Department shall reject any or all Proposals containing Material Deviations. In determining whether a Proposal contains a Material Deviation or a Minor Irregularity, the Department will use the definitions of those terms set forth in Section 1.1.

In addition, the Department reserves the right to reject all Proposals to this RFP.

3.14 Addenda

If the Department deems it necessary to supplement, modify, or interpret any portion of this RFP, attachments, or exhibits, addenda, and materials relative to this RFP, it will be posted on the VIP at <https://vendor.myfloridamarketplace.com>. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this RFP.

3.15 Verbal Instructions Procedure

The Vendor shall not initiate or participate in any negotiation, decisions, or actions arising from any verbal discussion with any State employee or contracted employee. Only written communications from the Department's Procurement Officer are considered duly authorized expressions on behalf of the State. Additionally, only written communications from Vendors are recognized as duly authorized expressions on behalf of the Vendor.

3.16 No Prior Involvement and Conflict of Interest

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

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

The Vendor shall acknowledge acceptance of this requirement on **Attachment IV - Pass/Fail Certification and Non-Collusion Certification**.

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

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

3.17 State Licensing Requirements

All entities defined under Chapters 605, 607, 617, 620 or 621, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State (DOS). If not currently registered with DOS, the Successful Vendor will have five (5) Days from the date of award to complete registration or provide notice of exemption to this requirement.

3.18 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor. Costs for potential travel must be included in the Vendor's Monthly Fee on **Attachment II - Cost Proposal Sheet**.

3.19 Protest Procedures

Pursuant to Section 120.57(3), F.S., any person who is adversely affected by the agency decision or intended decision may file a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003, 28-110.004, and 28-110.005, F.A.C. Filings received after regular Business Hours will be filed the next Business Day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

3.20 Florida Preference

Additional Proposal Requirement for Out-of-State Vendors (Florida Preference) Per Section 287.084, F.S., a Proposal from a Vendor whose principal place of business is NOT located within the State of Florida must include a written letter from an attorney licensed to practice law in the state where their principal place of business is located, which identifies any preference(s) granted by that state to its business entities in the award of public contracts under the current laws of that state. If no preference is provided in that state, the attorney's letter should contain a statement specifying that no preference is granted. If this letter is not included in the Proposal of a Vendor whose principal place of business is NOT located within the State of Florida, or if the letter does not accurately reflect the current preferences of the state, if any, the Proposal will be deemed non-responsive.

When the successful Proposal is submitted by a Responsible Vendor whose principal place of business is NOT located within the State of Florida, and the state where the successful Vendor's principal place of business is located does not offer any preference for its business entities, a five percent (5%) price preference shall be applied to any Responsive Proposal from a Responsible Vendor whose principal place of business is located within the State of Florida. If the state where the out-of-State Vendor is located provides a different price preference for businesses having a principal place of business in that state, that same price preference shall be applied to the Proposals from Florida-based Responsible Vendors.

For example, if an Oklahoma-based company submits a Responsive Proposal and is the successful Vendor, and Oklahoma offers no preference for the award of Oklahoma-based companies in public Contracts, then a five percent (5%) preference would be given to Florida-based Vendors in consideration of an award. If Oklahoma offered a 10% preference in the award of Contracts to Oklahoma-based businesses, then a 10% preference would be applied to Florida-based Vendors in consideration of an award.

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SECTION 4.0 SPECIAL CONDITIONS

4.1 General Contract Conditions (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000, which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR 1000 is available at:

<http://dms.myflorida.com/content/download/2933/11777>

4.2 State Initiatives

4.2.1 Diversity in Contracting

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

The State is dedicated to fostering the continued development and economic growth of minority-owned, women-owned, and service-disabled veteran-owned business enterprises. Participation by a diverse group of Vendors doing business with the State is central to this effort. To this end, it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Respondents, and Subcontractors, of this solicitation.

Information on Certified Minority Business Enterprises (CMBE), and Certified Service- Disabled Veteran Business Enterprises (CSDVBE), is available from the Office of Supplier Development at:

https://www.dms.myflorida.com/business_operations/state_purchasing/office_of_supplier_development_osd

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime Contractors, Subcontractors, Vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority- owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service- disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of the Contract.

4.2.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Respondent shall submit a plan to support the procurement of products and materials with recycled content, referencing the intent of Section 403.7065, F.S. The Respondent shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Respondent's company, referencing Rule 62-730.160, F.A.C. The Florida Department of Environmental Protection (DEP) requires any generator of hazardous waste materials exceeding certain thresholds to have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.3 Insurance

The Contractor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Contractor and the Department under the Contract. At a minimum, such insurance shall include workers' compensation (if the Contractor employs workers) and employer's liability coverage, per Florida statutory limits; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Department must be included as an additional named insured on the Contractor's Commercial General Liability and Automobile insurance policies related to the Contract. The Contractor may be required to furnish the Department with written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. The Department reserves the right to require additional insurance where appropriate.

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

4.4 Intellectual Property

To the extent that the Contract requires a Contractor to produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, or works of any similar nature, the Department has the right to use, duplicate, and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to allow its agents to do the same. If the materials developed are subject to copyright, trademark, patent, or legal title, then every right, interest, claim, or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the Florida Department of State for the exclusive use and benefit of the State. Under Section 286.021, F.S., no person, firm, or corporation, including parties to the Contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Florida Department of State.

The Department shall have unlimited rights to use, disclose, or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor or Contractor. All computer programs, documents, and other intellectual property

produced as part of the Contract shall become the exclusive property of the Florida Department of State, except for data processing software developed by the Department under Section 119.084, F.S. The Vendor or Contractor and its employees and agents may not remove any such property without the express written consent of the Department.

The Vendor or Contractor, without exception, shall indemnify and hold harmless the Department, and its employees, from liability of any nature or kind, including costs and expenses, for, or on account of, any copyrighted, patented, or unpatented invention, process, or article, manufactured or supplied by the Vendor or Contractor. The Vendor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Vendor or Contractor, or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement and afford the Vendor or Contractor full opportunity to defend the action and control the defense of such claim. If such a claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue use, replacement, or modification of the article to render it non-infringing. (If none of the alternatives are reasonably available, the Department agrees to return the article to the Vendor or Contractor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor or Contractor uses any design, device, or material covered by letter, patent, or copyright, it is mutually agreed and understood, without exception, that the Contract prices shall include all royalties or costs arising from the use of such design, device, or materials.

4.5 Independent Contractor Status

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

4.6 Assignment

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

4.7 Severability

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

4.8 Use of Funds for Lobbying Prohibited

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

4.9 Reservation of Rights

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

4.10 Convicted Felons

No personnel assigned may be a convicted felon or have relatives either confined by, or under supervision of, the Department, unless an exception is granted by the Department.

4.11 Taxes

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

4.12 Safety Standards

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

4.13 Employment of Department Personnel

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

4.14 Legal Requirements

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

The Contractor shall provide all services in accordance with all applicable federal and State laws, rules, regulations, policies, and Department's rules and procedures. All such laws, rules, regulations, policies, and procedures, current and/or as revised, are incorporated herein by reference and made a part of the Contract. The Contract and the Department shall work cooperatively to ensure service delivery is in complete compliance with applicable legal framework.

4.15 Conflict of Law and Controlling Provisions

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

4.16 Prison Rape Elimination Act (PREA)

The Vendor or Contractor will comply with the national standards to prevent, detect, and respond to prison rape under the PREA, Federal Rule 28 C.F.R. Part 115. The Vendor or Contractor's employees who will enter the secured perimeter will also comply with all Department policies and procedures that relate to PREA (see FDC Procedure 602.053), and immediately report any suspected/reported PREA violations as advised of and agreed to in the NI1-127 form.

4.17 Termination

4.17.1 Termination at Will

The resultant Contract may be terminated by the Department upon no less than 30 Days' notice and by the Vendor upon no less than 120 Days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.17.2 Termination for Lack of Funds

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

4.17.3 Termination for Cause

If a breach of the Contract occurs by the Contractor, the Department may terminate the Contract for cause. The Department may elect to afford, at its exclusive option, an opportunity for the Contractor to cure the breach for cause within 30 Days upon written notice by the Department. Any breach of the Contract, which is still left uncured by the Contractor after the Department has elected to provide 30 Days to cure (remedy) the breach, may result in the Department's termination of the Contract upon 24 Hours' written notice by the Department. If the Department does not elect to afford an opportunity for the Contractor to cure a breach (e.g., instances of egregious Contractor conduct or other Contractor actions which may be harmful to the Department), the Department may immediately terminate the Contract for cause, upon 24 Hours' written notice to the Contractor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or equity.

4.17.4 Termination for Unauthorized Employment

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

4.17.5 Termination for Use of Forced Labor

In accordance with Section 287.1346(4)(a)2., F.S., if the Contractor is placed on the Forced Labor Vendor List, the Department may terminate the Contract immediately for cause.

4.18 Retention of Records

The Vendor or Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this RFP or Contract for the timeframes required by the Florida Department of State, General Records Schedule, GS1-SL, which can be found at the following link <https://dos.fl.gov/library-archives/records-management/general-records-schedules/>. The Vendor or Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than two (2) Business Days upon request if stored at a different site location than the address listed on Attachment VI – Vendor’s Contact Information and Certification or the resulting Contract. The Contractor must retain all documents for the appropriate timeframes listed in the GS1-SL record schedule following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the of the appropriate timeframes, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 Days if/when the records are moved to a new location.

4.19 Indemnification

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

4.20 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services (DFS). The duties of this office include acting as an advocate for Vendors who may be experiencing problems in obtaining timely payment(s) from a State agency. The Vendor Ombudsman may be contacted by calling DFS at (850) 413-5516.

4.21 Records and Documentation

To the extent that information is utilized in the performance of the Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), F.S., said information is recognized by the parties to be a public record. Absent a provision of law, rule, or regulation requiring otherwise, public records shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. By submitting this Proposal, the Vendor or Contractor agrees to:

1. Keep and maintain public records required by the Department to perform the service.
2. Upon request of the Department, provide a copy of the records requested or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or otherwise provided by law. Upon request of the Department, the Vendor shall provide all records stored electronically to the Department in a format compatible with the Department's information technology systems.
3. Ensure that public records exempt or confidential and restricted from public records disclosure requirements are not disclosed, except as authorized by law for the duration of the Contract term, and longer if the Vendor does not transfer the records to the Department at the end of the Contract.
4. At the end of the Contract, transfer all public records in its possession to the Department at no cost or shall keep and maintain public records as required by the Department. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are confidential or otherwise exempt from public records disclosure requirements. If the Vendor keeps and maintains public records at the end of the Contract, the Vendor shall continue to meet all applicable requirements for retaining and disclosing public records.
5. Under Section 287.058(1)(c), F.S., the Department may unilaterally cancel the Contract if the Vendor refuses to enable public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract unless the records are exempt from Art. I, Section 24(a), Florida Constitution and Section 119.07(1), F.S.
6. Hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at the Vendor's expense.
7. Hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at the Contractor's expense.

If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the Contract, contact the custodian of public records at:

**Florida Department of Corrections
ATTN: Public Records Unit
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Telephone: (850) 717-9774
Fax: (850) 922-4355**

Website:
[https://floridadoc.govqa.us/WEBAPP/rs/\(S\(mxurvkh004wtw1eymm15f4x\)\)/SupportHome.aspx](https://floridadoc.govqa.us/WEBAPP/rs/(S(mxurvkh004wtw1eymm15f4x))/SupportHome.aspx)

4.22 Audit Records

The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Principles (GAAP), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract.

The Vendor agrees to include all record-keeping requirements in all Subcontracts and assignments related to the Contract.

The Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in the Contract and CFO Memorandum #20 (2021-22), which is incorporated herein as if fully stated.

4.23 Modification after Contract Execution

During the term of the Contract, the Department may unilaterally require changes (altering, adding to, or deducting from the specifications), provided such changes are within the general scope of this solicitation.

The Vendor may request an equitable adjustment in the price(s) or delivery date(s) if the change affects the cost or time of performance. Such equitable adjustments require the express written approval of the Contract Manager and a written Contract amendment.

The Department shall provide written notice to the Vendor 30 Days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Unless otherwise stated within the Contract, modifications shall be valid only through execution of a formal Contract amendment.

4.24 MyFloridaMarketPlace Ariba On Demand (MFMP AOD) Registration

Each Vendor doing business with the State of Florida for the sale of commodities or Contractual services, as defined in Section 287.012, F.S., shall register in the MFMP AOD. Unless exempted under Rule 60A- 1.033, F.A.C., State agencies shall not enter into an agreement for the sale of commodities or Contractual services, as defined in

Section 287.012, F.S., with any Vendor not registered in the VIP system, unless exempted by Rule. A Vendor not currently registered in the VIP system shall do so within five (5) Days of award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. For assistance, contact the MFMP AOD Customer Service Desk at (866)352-3776 or vendorhelp@myfloridamarketplace.com.

Pursuant to Section 287.057(24), F.S., all contractor payments could be assessed a Transaction Fee unless a qualifying exception exists pursuant to Chapter 60A-1.031, F.A.C. and the Department has determined that payments made under the Contract are excepted from this Transaction Fee pursuant to Chapter 60A-1.031(6), F.A.C.

4.25 Confidential, Proprietary, or Trade Secret Material

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

4.26 Vendor Substitute W-9

DFS requires all Vendors that do business with the State to electronically submit a Substitute W-9 Form. To submit Forms, and find frequently asked questions, and receive other assistance, Vendors can visit <https://flvendor.myfloridacfo.com> For additional help, Vendors should contact DFS at (850) 413-5519 or FLW9@myfloridacfo.com

4.27 Inspector General

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

4.28 Cooperation with the Florida Senate and Florida House of Representatives

In accordance with Section 287.058(7), F.S., the Vendor or Contractor agrees to disclose any requested information, relevant to the performance of the Contract, to members or staff of the Florida Senate or Florida House of Representatives, as required by the Florida Legislature. The Vendor or Contractor is strictly prohibited from enforcing any nondisclosure clauses conflictive with this requirement.

4.29 Security Requirements

The successful Vendor shall comply with the Department's security requirements and the Department's Restricted Procedure number 602.016, Entering and Exiting Department of Corrections Institutions. **Attachment X – Security Requirements for Contractors**, is provided for reference. These requirements are subject to change.

4.30 Americans with Disabilities Act

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

4.31 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA), and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of the resulting Contract, which may include and incorporate a Business Associate Agreement, as part of the resulting Contract.

4.32 Prison Rehabilitative Industries and Diversified Enterprises (PRIDE)

The Contractor agrees that any articles which are the subject of, or are required to carry out the Contract, shall be purchased from PRIDE, identified under Chapter 946, F.S., in the same manner and under the procedures set forth in Sections 946.515(2) and (4), F.S. The Contractor shall be deemed to be substituted for the Department in dealing with PRIDE, for the purposes of the Contract. This clause is not applicable to subcontractors, unless otherwise required by law. Available products, pricing, and delivery schedules may be obtained at <https://www.pride-enterprises.org>.

4.33 Products Available from the Blind or Other Handicapped (RESPECT)

It is expressly understood and agreed that any articles that are the subject of, or required to carry out, the Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, F.S., in the same manner and under the same procedures set forth in Sections 413.036(1) and (2), F.S.; and for purposes of the Contract, the person, firm, or other business entity carrying out the provisions of the Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about

the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

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**Attachment I
Service/Delivery Locations
FDC RFP-25-037**

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1	*	102	Apalachee CI East (ACI)	n/a	35 Apalachee Drive Sneads, FL 32460
1		101	Apalachee CI West	Apalachee CI East	52 West Unit Drive Sneads, FL 32460
1	*	105	Calhoun CI	n/a	19562 SE Institution Drive Blountstown, FL 32424
1		165	Calhoun Work Camp	Calhoun CI	19564 Institution Drive Blountstown, FL 32424
1	*	106	Century CI	n/a	400 Tedder Rd Century, FL 32535
1		167	Century Work Camp	Century CI	400 Tedder Rd Century, FL 32535
1		164	Pensacola CRC	Century CI	3050 North "L" Street Pensacola, FL 32501
1	*	113	Franklin CI	n/a	1760 Highway 67 North Carrabelle, FL 32322
1	*	144	Gadsden Re-Entry Center	n/a	630 Opportunity Lane Havana, FL 32333
1	*	109	Gulf CI	n/a	500 Ike Steele Road Wewahitchka, FL 32465
1	*	107	Holmes CI	n/a	3142 Thomas Drive Bonifay, FL 32425
1	*	104	Jackson CI	n/a	5563 10 th Street Malone, FL 32445
1	*	103	Jefferson CI	n/a	1050 Big Joe Road Monticello, FL 32344

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1		168	Tallahassee CRC	Jefferson CI	2616A Springhill Road Tallahassee, FL 32310
1	*	120	Liberty CI	n/a	11064 NW Dempsey Barron Road Bristol, FL 32321
1		139	Quincy Annex	Liberty CI	2225 Pat Thomas Pkwy Quincy, FL 32351
1	*	110	Northwest Florida Reception Center (NWFRC)	n/a	4455 Sam Mitchell Drive Chipley, FL 32428
1		125	NWFRC Annex	NWFRC	4455 Sam Mitchell Drive Chipley, FL 32428
1		163	Panama City CRC	NWFRC	3609 Hwy 390 Panama City, FL 32405
1	*	115	Okaloosa CI	n/a	3189 Colonel Greg Malloy Road Crestview, FL 32539
1		161	Okaloosa Work Camp	Okaloosa CI	3189 Colonel Greg Malloy Road Crestview, FL 32539
1	*	119	Santa Rosa CI	n/a	5850 E. Milton Road Milton, FL 32583
1		135	Santa Rosa Annex	Santa Rosa CI	5850 E. Milton Road Milton, FL 32583
1	*	118	Wakulla CI	n/a	110 Melaleuca Drive Crawfordville, FL 32327
1		122	Wakulla Annex	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1		173	Wakulla Work Camp	Wakulla CI	110 Melaleuca Drive Crawfordville, FL 32327
1	*	108	Walton CI	n/a	691 Institution Road Defuniak Springs, FL 32433

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1		172	Walton Work Camp	Walton CI	301 Institution Road Defuniak Springs, FL 32433
2	*	279	Baker CI	n/a	20706 US Hwy 90 West Sanderson, FL 32087
2		275	Baker Re-Entry Center	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2		261	Baker Work Camp	Baker CI	20706 US Hwy 90 West Sanderson, FL 32087
2	*	201	Columbia CI	n/a	216 SE Corrections Way Lake City, FL 32025
2		251	Columbia Annex	Columbia CI	216 SE Corrections Way Lake City, FL 32025
2	*	211	Cross City CI	n/a	568 NE 255 th Street Cross City, FL 32628
2		269	Cross City East Unit	Cross City CI	568 NE 255 th Street Cross City, FL 32628
2		262	Cross City Work Camp	Cross City CI	568 NE 255 th Street Cross City, FL 32628
2	*	205	Florida State Prison (FSP)	n/a	23916 NW 83 rd Avenue Raiford, FL 32083
2		206	FSP West Unit	FSP	23916 NW 83 rd Avenue Raiford, FL 32083
2	*	215	Hamilton CI	n/a	10650 SW 46 th Street Jasper, FL 32052
2		250	Hamilton Annex	Hamilton CI	10650 SW 46 th Street Jasper, FL 32052
2	*	281	Lancaster CI	n/a	3449 SW State Road 26 Trenton, FL 32693

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2		280	Lancaster Work Camp	Lancaster CI	3449 SW State Road 26 Trenton, FL 32693
2	*	255	Lawtey CI	n/a	22298 NE County Road 200-B Lawtey, FL 32058
2		240	Gainesville Work Camp	Lawtey CI	1000 NE 55 th Blvd Gainesville, FL 32609
2	*	216	Madison CI	n/a	382 SW MCI Way Madison, FL 32340
2	*	223	Mayo Annex	n/a	8784 US 27 West Mayo, FL 32066
2	*	210	New River CI	n/a	8000 NW 80 th Place Raiford, FL 32083
2		268	New River Work Camp	New River	136000 NE 258 Court Raiford, FL 32083
2	*	214	Putnam CI	n/a	128 Yelvington Road East Palatka, FL 32131
2	*	209	Reception and Medical Center (RMC)	n/a	7765 S County Road 231 Lake Butler, FL 32054
2		208	RMC West Unit	RMC	8183 SW 152 nd Loop Lake Butler, FL 32054
2		221	RMC Work Camp	RMC	7765 S County Road 231 Lake Butler, FL 32054
2	*	230	Suwannee CI	n/a	5964 US Hwy 90 Live Oak, FL 32060
2		231	Suwannee Annex	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2	*	218	Taylor CI	n/a	8501 Hampton Springs Rd Perry, FL 32348

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2		282	Tomoka CI	n/a	3950 Tiger Bay Road Daytona Beach, FL 32124
2	*	284	Tomoka Work Camp	Tomoka CI	3950 Tiger Bay Road Daytona Beach, FL 32124
2	*	213	Union CI	n/a	25636 NE State Rd 16 Raiford, FL 32083
3		503	Avon Park CI	n/a	8100 Hwy 64 East Avon Park, FL 33825
3	*	504	Avon Park Work Camp	Avon Park CI	8100 Hwy 64 East Avon Park, FL 33825
3		320	Central Florida Reception Center (CFRC)	n/a	7000 HC Kelley Road Orlando, FL 32831
3		321	CFRC East Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		323	CFRC South Unit	CFRC	7000 HC Kelley Road Orlando, FL 32831
3		374	Kissimmee CRC	CFRC	2925 Michigan Avenue Kissimmee, FL 34744
3	*	361	Orlando CRC	CFRC	7300 Laurel Hill Road Orlando, FL 32818
3		564	DeSoto Annex	n/a	13617 SE Hwy 70 Arcadia, FL 34266
3	*	560	DeSoto Work Camp	DeSoto CI	13617 SE Hwy 70 Arcadia, FL 34266
3	*	368	Florida Women's Reception Center (FWRC)	n/a	3700 NW 111 th Place Ocala, FL 34482
3		501	Hardee CI	n/a	6901 State Road 62 Bowling Green, FL 33834

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3	*	563	Hardee Work Camp	Hardee CI	6899 State Road 62 Bowling Green, FL 33834
3	*	336	Hernando CI	n/a	16415 Spring Hill Road Brooksville, FL 34604
3	*	312	Lake CI	n/a	19225 US Hwy 27 Clermont, FL 34715
3		314	Lowell CI	n/a	11120 NW Gainesville Road Ocala, FL 34482
3		367	Lowell Annex	Lowell CI	11120 NW Gainesville Road Ocala, FL 34482
3		304	Marion CI	n/a	3269 NW 105 th Street Lowell, FL 32663
3	*	364	Marion Work Camp	Marion CI	3269 NW 105 th Street Lowell, FL 32663
3		580	Polk CI	n/a	10800 Evans Road Polk City, FL 33868
3		562	Polk Work Camp	Polk CI	10800 Evans Road Polk City, FL 33868
3	*	583	St. Petersburg CRC	Polk CI	4237 8 th Avenue South St. Petersburg, FL 33711
3		307	Sumter CI	n/a	9544 County Road 476B Bushnell, FL 33513
3		305	Sumter Annex	Sumter CI	9544 County Road 476B Bushnell, FL 33513
3		308	Sumter BTU	Sumter CI	9544 County Road 476B Bushnell, FL 33513
3	*	365	Sumter Work Camp	Sumter CI	9544 County Road 476B Bushnell, FL 33513

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3	*	573	Zephyrhills CI	n/a	2739 Gall Blvd Zephyrhills, FL 33541
4		510	Charlotte CI	n/a	33123 Oil Well Road Punta Gorda, FL 33955
4	*	544	Ft. Myers Work Camp	Charlotte CI	2575 Ortiz Avenue Ft. Myers, FL 33905
4	*	463	Dade CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4		401	Everglades CI	n/a	1599 SW 187 th Avenue Miami, FL 33194
4	*	441	Everglades Re-Entry Center	Everglades CI	1599 SW 187 th Avenue Miami, FL 33194
4	*	419	Homestead CI	n/a	19000 SW 377 th Street Florida City, FL 33034
4		430	Martin CI	n/a	1150 SW Allapattah Road Indiantown, FL 34956
4		420	Martin Work Camp	Martin CI	100 SW Allapattah Road Indiantown, FL 34956
4		444	Ft. Pierce CRC	Martin CI	1203 Bell Avenue Fort Pierce, FL 34982
4		469	West Palm Beach CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		452	Atlantic CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411
4		431	Loxahatchee Road Prison	Martin CI	230 Sunshine Road West Palm Beach, FL 33411
4		404	Okeechobee CI	n/a	3420 NE 168 th Street Okeechobee, FL 34972

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
4		407	Okeechobee Work Camp	Okeechobee CI	3420 NE 168 th Street Okeechobee, FL 34972
4	*	464	Sago Palm Re-Entry Center	Okeechobee CI	500 Bay Bottom Rd Pahokee, FL 33476
4		402	South Florida Reception Center (SFRC)	n/a	14000 NW 41 st Street Doral, FL 33178
4		403	SFRC South Unit	SFRC	14000 NW 41 st Street Doral, FL 33178
4		457	Miami North CRC	SFRC	7090 NW 41 st Street Miami, FL 33166
4		473	Opa Locka CRC	SFRC	5400 NW 135 th Street Opa Locka, FL 33054
4		446	Hollywood CRC	SFRC	8501 W Cypress Drive Pembroke Pines, FL 33025

**Attachment II
Cost Proposal Sheet
FDC RFP-25-037**

The Vendor shall submit a Unit Cost Per Item below, then propagate a total for the item based upon the Estimated Annual Quantity of commodities to be purchased.

Online Curriculum and Credentials		(A) Proposed Fixed Rate	(B) Estimated Annual Quantity	(c) Extended Annual Cost (AxB=C)
1	Rate per each online Curriculum	\$ _____	20,000	\$ _____
2	Rate per each Credential issued	\$ _____	20,000	\$ _____
Grand Total Price (Sum of Column C)				\$ _____

NAME OF VENDOR'S ORGANIZATION

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NAME OF AUTHORIZED
REPRESENTATIVE

FEIN

DATE

**Attachment III
Evaluation Criteria Form
FDC RFP-25-037**

EVALUATION SCORE SHEETS (USED BY EVALUATORS). VENDOR SHOULD COMPLETE COLUMN 2.

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category I –Business/Corporate Experience and Qualifications (Possible Points 250)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
3.5.1 and 3.5.2.1		1. To what extent does the Vendor's corporate structure and qualifications demonstrate the capability to perform under a Contract? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.5.2.2		2. To what extent does the Vendor demonstrate they have experience providing program services and that their experience is relevant to the provision of these services in a jail or correctional setting? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.17		3. To what extent does the Vendor demonstrate the ability to comply with required licensure, permits, and registration? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.5.2		4. How extensive is the experience detailed in the Vendor's summary of exemplary or qualitative findings, recommendations, or other validations demonstrating operational experience? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.5		5. To what extent does the Vendor demonstrate stability in providing Contractual services? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
3.5.2.2		6. To what extent do the business/corporate references submitted by the Vendor demonstrate the Vendor's ability to perform under a Contract from the RFP? (Poor – 12.5; Adequate – 25.; Good – 37.5; Exceptional – 50)	50	
Total Points Awarded - Category I – Business/Corporate Experience and Qualifications				_____

Vendor Name: _____ Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category II – Project Staffing (Possible Points 50)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
3.5.3.1		1. To what extent does the Vendor's proposed staff reflect the experience required in this RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
3.5.3.2		2. Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded - Category II – Project Staffing				_____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category III – Technical Specifications/Service Delivery Approach (Possible Points 500)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
3.5.4		1. To what extent does the Vendor's Proposal fully describe the methodology for meeting the Department's requirements for service delivery? (Poor – 62.5; Adequate – 125; Good – 187.5; Exceptional – 250)	250	
3.5.4		2. To what extent does the Vendor's Proposal provide relevant information that would assist in evaluating the overall strength of the program? (Poor – 62.5; Adequate – 125; Good – 187.5; Exceptional – 250)	250	
Total Points Awarded - Category III – Technical Specifications/Service Delivery Post (Total Technical)				_____

Vendor Name: _____ Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY I _____ CATEGORY II _____ CATEGORY III _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT.

All Evaluators' scores for each Category will be combined and averaged to determine the technical point value for that Category. Each Vendor's technical point value for each Category will then be combined and added to the Cost Point value to determine Final Scores.

For Cost Points, the Vendor submitting the lowest Grand Total Price on Attachment II – Cost Proposal Sheet will receive 200 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 200 = Z$$

Where:

N = Lowest Grand Total Price received by any Proposal

X = Vendor's Grand Total Price

Z = Cost Points Awarded

The Department may reject any Proposal not submitted in the manner specified by the solicitation documents.

COST POINTS AWARDED: _____

FDC Representative calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (TOTAL Technical and Cost Points): _____

FDC Representative calculating the Final Score:

NAME: _____ SIGNATURE: _____

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**ATTACHMENT IV
PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC RFP-25-037**

1. Business/Corporate Experience

The Vendor certifies it has at least three (3) years' of business/ corporate experience, within the last five (5) years, in providing services relevant to the provision of services of similar size and scope of this solicitation. To ensure the Vendor is qualified to serve Inmate populations, the Vendor(s), whether responding independently, as a partnership, as a joint venture, or with a response that proposes utilization of Subcontractor(s), must collectively have at least three (3) years of business/corporate experience, within the last five (5) years, providing services of similar size and scope as described in this RFP.

2. Prime Vendor

The Vendor certifies it will act as the prime Vendor to the Department for all services provided under the Contract.

3. Proposal Bond

The Vendor certifies it has included in its Proposal a bond or check in the amount of \$1.5 million. The bond insures against the Vendor's withdrawal from the competitive solicitation process subsequent to its submission of a Proposal.

4. Performance Guarantee/Bond

The Vendor certifies that it can demonstrate their ability to meet the performance guarantee/bond requirements. Within 10 Business Days of Contract execution, the Vendor shall furnish the Department a performance bond or irrevocable letter of credit in amount of \$5 million or the average annual price of the Contract (averaged from the initial term of the Contract). The bond or letter of credit will be used to guarantee at least satisfactory performance by the Vendor throughout the term of the Contract (including renewal years).

5. Meets Legal Requirements

The Vendor certifies that its proposed offering/solution, and all services to be provided under the Contract shall be compliant with all laws, rules, and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

6. Financial Stability

The Vendor attests to its positive financial standing and that its current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

7. Statement of No Inducement

The Vendor certifies that it has made no attempt and will make no attempt to induce any other person or firm to submit or not to submit a Proposal. Further, the Vendor certifies its Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.

8. Statement of Non-Disclosure

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

9. Statement of Non-Collusion

The Vendor certifies that the prices and amounts in its Proposal have been arrived at independently, without consultation, communications, or agreement with any other Vendor or with any entity for the purpose of restricting competition.

10. Statement of Data Security

The Vendor attests that all data generated, used, or stored by the Vendor pursuant to the Contract will reside and remain in the United States and will not be transferred outside of the United States.

11. Scrutinized Company Certification

A. If the Vendor provides goods or services of any amount, the Vendor certifies:

- The Vendor has completed the “Quarterly List of Scrutinized Companies” section of Form 7801.

B. If the Vendor provides goods or services that could be at or above \$1 million, the Vendor also certifies:

- The Vendor has completed the “Scrutinized List of Prohibited Companies” section of Form 7801.

C. The Vendor agrees that the Agency can immediately terminate any agreement for cause or disqualify the Vendor from further consideration of any purchases, if the following is discovered:

- The Vendor is found to have submitted a false certification, after providing notice in accordance with 287.135(5)(a), F.S.;
- The Vendor is placed on a list created pursuant to s. 215.473, F.S., relating to scrutinized active business operations in Iran; or
- The Vendor is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel.

D. The Vendor understands the following:

- The Agency may, on a case-by-case basis, make exceptions to these requirements as permitted in s. 287.135(4), F.S.; and
- An unsuccessful Vendor has no right to protest the award of a Contract or renewal on the basis of a false certification, in accordance with s. 287.135(6), F.S.

12. E-Verify

Every public employer, Contractor, and Subcontractor shall register with and use the E-Verify system, <https://www.e-verify.gov/employers>, to verify the work authorization status of all newly hired employees.

A. The Vendor has completed the E-Verify section in PUR 7801.

B. The Vendor understands that a public agency must require that any Contractor or Subcontractor registers with and uses the E-Verify system to verify the work authorization status of all new employees of the Contractor or Subcontractor in accordance with s. 448.095(5), F.S.

C. The Vendor understands that it shall be unlawful for any person knowingly to employ, hire, recruit, or refer, either for herself or himself or on behalf of another, for private or public employment within the state, an alien who is not duly authorized to work by the immigration laws or the Attorney General of the United States, in accordance with s. 448.09, F.S.

D. The Vendor has included proof of its E-Verify registration.

E. The primary Vendor understands that it must request and maintain an affidavit for all Subcontractors stating that the Subcontractor does not employ, Contract with, or Subcontract with an unauthorized alien. The primary Vendor certifies that it will provide Subcontractor affidavit(s) to the Department at any time the Department requests.

13. Foreign Countries of Concern Attestation

A. The Vendor understands that, if awarded, it will have access to personal identifying information as “personal information” is defined in s. 501.171, F.S.

B. The Vendor has included a completed DMS Form PUR 1355.

14. Foreign Gifts, Interest and Contracts

In submitting this bid, Proposal or reply, the Vendor certifies the following:

- A. The vendor has completed the s. 286.101 required disclosures section of PUR 7801;
- B. If applicable, the Vendor has provided a list to the Department, prior to submission of its bid, Proposal or reply, of previous disclosures that were made subject to the requirements of s. 286.101(3), F.S.; and**
- C. The Vendor understands that it is a continuing requirement of this procurement process to make disclosures in accordance with s. 286.101, F.S.

15. The Vendor has completed the PUR 7801 section that relates to the following:

- A. Convicted Vendor List**
- B. Discriminatory Vendor List**
- C. Antitrust Violator Vendor List**
- D. Suspended Vendor List**

16. Forced Labor Vendor List:

Contractor has completed **DMS FORM PUR 7801** and **DMS Form PUR 2024**; and understands that pursuant to Section 287.1346, F.S., a Vendor on the Forced Labor Vendor List:

- A. May NOT be awarded a contract or perform work as a contractor, supplier, subcontractor, or consultant with an agency for the provision of commodities; or
- B. May NOT transact business for the provision of commodities with any agency.
- C. May have a contract immediately terminated in accordance with Section 287.1346(4)(a)2., F.S., if the Contractor is placed on the Forced Labor Vendor List.

Vendor Name: _____

Authorized Signature: _____

Printed Name of Authorized Signor: _____

NOTARY AFFIRMATION: STATE OF ___ COUNTY OF _____

Pursuant to Section 117.05(13)(a), F.S., the signor, subscribed before me by means of physical presence or online notarization, this _____ (Day) of _____ (month), 20___, affirms the contents of this Attachment.

(Place Notary Seal Below) | Signature of Notary Public: _____

Name of Notary Typed, Printed, or Stamped: _____

**ATTACHMENT V
FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)
FDC RFP-25-037**

This form must be completed by an officer or representative of an entity submitting a bid, Proposal, or reply to, or entering into, renewing, or extending, a Contract with a Governmental Entity which would grant the entity access to an individual's Personal Identifying Information. Capitalized terms used herein have the definitions ascribed in [Rule 60A-1.020, F.A.C.](#)

Name of entity is not owned by the government of a Foreign Country of Concern, is not organized under the laws of nor has its Principal Place of Business in a Foreign Country of Concern, and the government of a Foreign Country of Concern does not have a Controlling Interest in the entity.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Printed Name:

Title:

Signature:

Date:

**ATTACHMENT VI
VENDOR'S CONTACT INFORMATION AND CERTIFICATION
FDC RFP-25-037**

The Vendor shall identify the contact information for the RFP and Contract terms in the table below.

	Vendor Contact Person for this RFP	Vendor Contact Person for the Contract Term (should the Vendor be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip Code		
Telephone: (Office)		
Telephone: (Mobile)		
Email:		
Registered Principal Place of Business (location of headquarters or state of incorporation):		

Per Section 4.29, a Vendor submitting a Proposal must certify that their company is not participating in a boycott of Israel. By signing below, the Vendor so certifies.

Authorized Vendor Signature Date

**ATTACHMENT VII
BUSINESS REFERENCE FORM
FDC RFP-25-037**

Reference #1

Firm's Name: _____

Reference's Name: _____

Address: _____

Email Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Telephone Number: _____

Alternate Telephone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Date _____ Day of _____ 20 ____.

Name of Organization: _____

Signed by: _____

Print Name: _____

Being duly sworn deposes and says that the information herein is true and sufficiently complete so

Subscribed and sworn _____ Day of ____ 20 ____

Personally OR Produced Type of Identification

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT VIII
REFERENCE QUESTIONNAIRE
FDC RFP-25-037**

This form will be completed by the Department utilizing the information provided on Attachment VII, Business Reference Form.

Vendor's Name:

Reference's Name:

Primary Contact Person:

Alternate Contact Person:

Primary Phone Number:

Alternate Phone Number:

The following questions will be asked of three (3) references:

	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the Contract implementation with this Vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the Vendor consistently meet all of its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the Vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the Vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the Vendor's Project/Contract Manager effectively manage the Contract? Yes = 4, No = 0	
9. How would you rate the Vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the Vendor's staff knowledgeable about the Contract requirements and scope of services? Yes = 4, No = 0	
11. Did the Vendor work cooperatively with the organization during the course of the Contract? Yes = 4, No = 0	
12. Would you Contract with this Vendor again? Yes = 8, No = 0	
Total Score:	

Reference Verified by:

Name (printed) Title

Signature

Date

ATTACHMENT IX
NON-DISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION
FDC RFP-25-037

In connection with FDC RFP-25-037, the Florida Department of Corrections ("FDC") is disclosing to your company business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC RFP-25-037, you agree as follows:

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

Acknowledged and agreed on date _____

Signature: _____

Title: _____

Name: _____

Company Name: _____

Email Address: _____

**ATTACHMENT X
SECURITY REQUIREMENTS AND PROCEDURES FOR CONTRACTORS
FDC RFP-25-037**

Firm Representing: _____

**Contractor/Vendor
Employee Name:** _____
(Print)

FLORIDA DEPARTMENT OF CORRECTIONS
SECURITY REQUIREMENTS FOR CONTRACTORS

944.47 Introduction, removal, or possession of contraband; penalty.

(1)(a) Except through regular channels as authorized by the officer in charge of the Correctional Institution, it is unlawful to introduce into or upon the grounds of any state Correctional Institution, or to take or attempt to take or send or attempt to send therefrom, any of the following articles which are hereby declared to be contraband for the purposes of this section, to wit:

1. Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any Inmate of any state Correctional Institution.
2. Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any Inmate of any state Correctional Institution.
3. Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
4. Any controlled substance as defined in section 893.02(4), marijuana as defined in section 381.986, hemp as defined in section 581.217, industrial hemp as defined in section 1004.4473, or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
5. Any firearm or weapon of any kind or any explosive substance.
6. Any cellular telephone or other portable communication device intentionally and unlawfully introduced inside the secure perimeter of any state Correctional Institution without prior authorization or consent from the officer in charge of such Correctional Institution. As used in this subparagraph, the term "portable communication device" means any device carried, worn, or stored which is designed or intended to receive or transmit verbal or written messages, access, or store data, or connect electronically to the Internet or any other electronic device and which allows communications in any form. Such devices include, but are not limited to, portable two-way pagers, hand-held radios, cellular telephones, Blackberry-type devices, personal digital assistants or PDA's, laptop computers, or any components of these devices which are intended to be used to assemble such devices. The term also includes any new technology that is developed for similar purposes. Excluded from this definition is any device having communication capabilities which has been approved or issued by the Department for investigative or Institutional security purposes or for conducting other state business.
7. Any vapor-generating electronic device as defined in section 386.203, intentionally and unlawfully introduced inside the secure perimeter of any state Correctional Institution.

(b) It is unlawful to transmit or attempt to transmit to, or cause or attempt to cause to be transmitted to or received by, any Inmate of any state Correctional Institution any article or thing declared by this subsection to be contraband, at any place which is outside the grounds of such Institution, except through regular channels as authorized by the officer in charge of such Correctional Institution.

(c) It is unlawful for any Inmate of any state Correctional Institution or any person while upon the grounds of any state Correctional Institution to be in actual or constructive possession of any article or thing declared by this section to be contraband, except as authorized by the officer in charge of such Correctional Institution.

(2)(a) A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)1., subparagraph (1)(a)2., or subparagraph (1)(a)6. commits a felony of the third degree, punishable as provided in section 775.082, section 775.083, or section 775.084. A person who violates this section as it pertains to an article of contraband described in subparagraph (1)(a)7. commits a misdemeanor of the first degree, punishable as provided in section 775.082 or section 775.083. Otherwise, a violation of this section is a felony of the second degree, punishable as provided in section 775.082, section 775.083, or section 775.084.

(b) A violation of this section by an employee, as defined in section 944.115(2)(b), who uses or attempts to use the powers, rights, privileges, duties, or position of her or his employment in the commission of the violation is ranked one level above the ranking specified in section 921.0022 or section 921.0023 for the offense committed.

In addition to the statutory requirements, these are additional security guidelines:

- (1) Absolutely, no transactions between Contract personnel and Inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- (2) No communication with Inmates, verbal or otherwise, is permitted without the authorization of the officer-in-charge.
- (3) Keep all keys in your pockets. Do not leave keys in the ignition locks of motor vehicles. All vehicles must be locked, and windows rolled up when parked on state property. Wheel-locking devices may also be required.
- (4) Establish with the Institutional Warden and/or Chief of Security where construction vehicles should be parked and staging area for materials storage.
- (5) Obtain formal identification (driver's license or non-driver's license obtained from the Department of Highway Safety and Motor Vehicles). This identification must be presented each time you enter or depart the Institution.
- (6) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as Class AA, A, or B.
 - (a) Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire rapidly and effectively.
 - (b) Class A tools are defined as those tools which, in their present form, are most likely to be used

in an escape or to do bodily harm to staff or Inmates.

- (c) Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times.
- (d) At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by security staff. You must have two copies of the correct inventory with each toolbox; one copy will be used and retained by security staff who will search and ensure a proper inventory of tools each time the toolbox is brought into the facility, the other copy will remain with the toolbox at all times. Tools should be kept to a minimum (only those tools necessary to complete your job). All lost tools must be reported to the Chief of Security (Colonel or Major) **immediately**. No Inmate will be allowed to leave the area until the lost tool is recovered.
- (7) Prior approval must be obtained from the Chief of Security before bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (8) All construction materials will be delivered into the compound on trucks entering through the sallyport gate. As the security check of vehicles is an intensive and time-consuming (10-15 minutes) process, the Contractor is requested to minimize the number of deliveries.
- (9) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff, and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (10) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain Institutional approval before shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (11) With the intent of maintaining security upon the Institution's grounds, a background check will be made upon all persons employed by the Contractor or who work on the project. **The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the Institution.**

Contract/Vendor Signature

Date

FDC Staff Witness Signature

**ATTACHMENT XI
VENDOR CERTIFICATION FORM
FDC RFP-25-037**

I hereby certify the following on behalf of the Vendor identified below:

<u>Customer Indicator</u> (Required, N/A, Determined by Vendor)	<u>Vendor Indicator</u> (Certified, N/A)	<u>Certification</u>
Choose an item.	Choose an item.	Regardless of the dollar value of the goods or services provided, in accordance with the requirements of section 287.135(5), F.S., the Vendor is not participating in a boycott of Israel and is not on the State Board of Administration's "Quarterly List of Scrutinized Companies that Boycott Israel," available at https://www.sbafla.com/governance/global-governance-mandates/
Choose an item.	Choose an item.	If the goods or services to be provided are \$1 million or more, in accordance with the requirements of section 287.135, F.S., the Vendor is not on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Terrorism Sectors List (collectively, "Scrutinized List of Prohibited Companies"); does not have business operations in Cuba or Syria; and is not on the State Board of Administration's "Scrutinized List of Prohibited Companies" available under the quarterly reports section at https://www.sbafla.com/reporting/
Choose an item.	Choose an item.	<p>The Vendor is not on the Suspended Vendor List; it and its suppliers, Subcontractors, or consultants to be utilized under the Contract are not on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists; and there is no pending or threatened action, proceeding, or investigation, or any other legal or financial condition, that would in any way prohibit, restrain, or diminish the Vendor's ability to satisfy the Contract obligations.</p> <p>The Vendor is hereby informed of the provisions of sections 287.133(2)(a), 287.134(2)(a), and 287.137(2)(a), F.S., that identify the impacts to the Vendor's ability or its affiliates' ability to respond to the competitive solicitations of a public entity; to be awarded or perform work as a Contractor, supplier, Subcontractor, or consultant under a Contract with a public entity; or to transact business with a public entity if it, or its affiliates, are placed on the Convicted Vendor, Discriminatory Vendor, or Antitrust Violator Vendor Lists of the Department of Management Services. The Vendor is hereby further informed of the provisions of section 287.1351, F.S., that identify the impacts to the Vendor's ability to enter into or renew a Contract with an agency, as defined in section 287.012, F.S., if it is placed on the Suspended Vendor List of the Department of Management Services.</p>
Choose an item.	Choose an item.	If the Contract grants the Vendor access to an individual's personal identifying information, the Vendor is not prohibited from entering into the Contract pursuant to section 287.138, F.S., and has completed the Form PUR 1355, "Foreign Country of Concern Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-15843 , and attached it hereto.

Choose an item.	Choose an item.	If the Vendor is a common carrier, as defined in section 908.111, F.S., or a contracted carrier, it is not prohibited from entering into the Contract pursuant to section 908.111, F.S., and has completed the Form PUR 1808, "Common Carrier or Contracted Carrier Attestation Form," available at http://www.flrules.org/Gateway/reference.asp?No=Ref-14614 , and attached it hereto.
Choose an item.	Choose an item.	The Vendor is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S.; and has not, within the last year, had a Contract terminated under section 448.095(5)(c), F.S., by a public employer, Contractor, or Subcontractor, as defined by section 448.095(1), F.S.
Choose an item.	Choose an item.	The Vendor is in compliance with all applicable disclosure requirements set forth in section 286.101, F.S., and has not been deemed ineligible for a grant or Contract funded by a state agency pursuant to section 286.101(7), F.S.
Choose an item.	Choose an item.	If the Contract is between a nongovernmental entity and a governmental entity, in accordance with section 787.06, F.S., the Vendor has completed an affidavit signed by an officer or a representative of the Vendor under penalty of perjury attesting that the Vendor does not use coercion for labor or services as defined in section 787.06, F.S.

[the Customer may add rows to this table for additional certifications required by law or rule]

By signing below, I certify that I am authorized to complete and submit this Vendor Certification Form on behalf of the Vendor.

Vendor Information

Signatory

Name

FEIN

Signature Date

Typed or Printed Name

Title

**ATTACHMENT XII
USE OF COERCION FOR LABOR AND SERVICES AND PROVISION OF COMMODITIES
PRODUCED BY FORCED LABOR
FDC RFP-25-037**

PUR 2024

Part A: Use of Coercion for Labor and Services

Pursuant to section 787.06(13), Florida Statutes, this portion of the form **must be completed by an officer or representative of the nongovernmental entity** executing, renewing, or extending a Contract with a governmental entity.

Name of entity does not use coercion for labor or services as defined in section 787.06, Florida Statutes.

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Entity Name:

Representative/Officer's Printed Name:

Representative/Officer's Title:

Signature:

Date:

Part B: Provision of Commodities Produced by Forced Labor

Pursuant to section 287.1346(4)(b), Florida Statutes, this portion of the form **must be completed by a member of the company's senior management, as defined in section 287.1346, F.S.**, when the company submits a response to a solicitation for the provision of commodities and before the company enters into or renews a Contract for the provision of commodities.

I certify that to the best of my knowledge, the commodities Name of entity is offering to the Department have not been produced, in whole or in part, by forced labor.

Entity Name:

Senior Management's Printed Name:

Senior Management member's Title:

Signature:

Date:

ATTACHMENT XIII
CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM
FDC RFP-25-037

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under Bid a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under Bid, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) Days after such conviction.
5. Impose a sanction on or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Vendor Name: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Form revised 11/10/15)

**ATTACHMENT XIV
SUBCONTRACTING FORM
FDC RFP-25-037**

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation: YES ____ NO ____ (check one)
If **no**, vendor is not required to complete the remainder of this form.
If **yes**, vendor is required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Occupational License No: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Veteran-Owned? YES ____ NO ____ (check one)

Acknowledgment from Respondent that this subcontractor has successfully complied with the "Subcontractor Acceptance Process"? YES ____ NO ____ (check one)

W-9 verification: YES ____ NO ____ (check one)

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.
