



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR

Statewide Integrative Corrections Intelligence Platform

FDC RFP-27-012

RELEASED ON
September 21, 2026

By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
(850) 717-3700

Refer **ALL** Inquiries to
Procurement Officer:

Sarah Weirick
purchasing@fdc.myflorida.com

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TIMELINE

The Department established the following Timeline for this RFP. Each Vendor must adhere to this Timeline and any Timeline revision(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	DATE/TIME	LOCATION
Release of RFP	Sept. 21, 2026	Vendor Information Portal (VIP) https://vendor.myfloridamarketplace.com
Last Day for written inquiries to be received by the Department	Oct. 2, 2026, at 5:00 p.m., Eastern Time (ET)	Submit to: Florida Department of Corrections Bureau of Procurement, Sarah Weirick purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquiries	Oct. 30, 2026	VIP: https://vendor.myfloridamarketplace.com
Sealed Proposals Due and Opened (Opening Date or Proposal Opening)	Nov. 12, 2026 at 2:00 p.m., ET	Submit to: Florida Department of Corrections Bureau of Procurement, Sarah Weirick purchasing@fdc.myflorida.com
Evaluation Team Meeting	Nov. 19, 2026 at 3:00 p.m., ET	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	January/February 2027	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 Hours**: 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 **Contraband**: Where used herein, refers to any item inside an institution or facility, on facility property, or in the possession of an inmate that was not authorized.
- 1.1.5 **Contract Manager**: The Department employee, or designee, who will serve as a liaison between the Contractor 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.
- 1.1.6 **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 the resulting Contract.
- 1.1.7 **Correctional Institution (CI)**: Any prison or other correctional facility, temporary or permanent, in which Inmates are housed under the custody of the Department.
- 1.1.8 **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.
- 1.1.9 **Day**: A Calendar Day, unless otherwise noted.
- 1.1.10 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance.
- 1.1.11 **Department (FDC)**: The State of Florida, Department of Corrections.
- 1.1.12 **Evaluation**: 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.
- 1.1.13 **Hour(s)**: Includes business hours and non-business hours.

- 1.1.14 **Inmate**: Any individual who is legally detained, housed, or otherwise held in custody of a jail or detention facility, whether awaiting trial, sentencing, transfer, or serving a sentence. The term includes all persons under the facility's supervision and care, regardless of their legal status, classification level, or length of stay.
- 1.1.15 **Mandatory Responsiveness Requirements**: Terms, conditions, or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet mandatory requirements will cause the Department to find a Proposal non-responsive.
- 1.1.16 **Material Deviation**: any departure from the mandatory requirements of the RFP that substantially affects the scope, quality, or performance of the goods or services; limits the rights of the buyer or the obligations of the offeror; or impacts the fairness and comparability of the procurement process. Proposals containing a Material Deviation are considered non-responsive and will be rejected.
- 1.1.17 **Minor Irregularity**: A variation from the RFP terms and conditions which does not have a significant effect on the price of the Proposal, or the quality of services sought, does not give the Vendor a substantial advantage or benefit not enjoyed by the other Vendors, and does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.1.18 **Proposal**: A Vendor's written response submitted in response to this RFP.
- 1.1.19 **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.
- 1.1.20 **RFP**: Request For Proposals.
- 1.1.21 **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.
- 1.1.22 **Responsive Proposal(s)**: A Proposal, submitted by a responsive and Responsible Vendor, which conforms in all material respects to this RFP.
- 1.1.23 **State**: The State of Florida.
- 1.1.24 **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.
- 1.1.25 **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.

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

1.1.27 **Vendor Information Portal (VIP):** The State of Florida's vendor registration, supplier diversity, and bidding system developed in accordance with section 287.042(3), F.S. The Vendor Information Portal is accessible at <https://vendor.myfloridamarketplace.com>.

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. 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 purpose of this Request for Proposals (RFP) is to competitively procure an independent, third-party provider with demonstrated experience in correctional intelligence and technology solutions. The provider will design, implement, and support a statewide integrative corrections intelligence platform to combat Contraband cell phones, criminal activity, and related security challenges within and originating from State operated Correctional Institutions.

1.4 Implementation

The Vendor must have the capability to implement services, as described herein, at the time of Contract signature, unless the Department approves an alternative timeframe.

1.5 Contract Term and Renewal

The initial term of the Contract shall be for one (1) year pending continued legislative appropriation. 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.

1.6 Conflicts and Order of Precedence for this Solicitation

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

1.7 RFP Modification

Once the Department advertises this RFP on the Vendor Information Portal (VIP), any changes necessary to supplement, modify, or revise any portion of its contents, including exhibits, attachments, or any other materials, will be advertised as an addendum to this RFP on the VIP. Interested parties are solely responsible for monitoring the VIP website for addenda relative to this solicitation.

1.8 Procurement Officer

In accordance with section 21 of PUR 1001, incorporated by reference below, the Procurement Officer is the sole point of contact for this RFP. Violation of section 21 of the PUR 1001 may be grounds for rejecting a Proposal. The contact information for the Procurement Officer is:

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

1.9 Vendor Questions

Questions related to this RFP must be received in writing via email by the Procurement Officer listed above 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/>

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

This Section describes the services required to be provided by the selected Contractor. Unless otherwise noted, the selected Contractor must be able to provide all these services throughout the contract term.

The Contractor must comply with federal, state, local, and Department regulations in the performance of the Contract resulting from this RFP.

2.1 General Description of Services

The selected contractor shall provide a comprehensive, statewide corrections intelligence solution designed to detect, analyze, and help mitigate Contraband cellular activity occurring within or originating from state-operated correctional facilities. The contractor will be responsible for delivering an integrated technology platform, along with any associated tools, services, and support necessary to enhance the Department's ability to identify Contraband cell phones, disrupt related criminal activity, and improve facility security operations.

Services include, but are not limited to:

- Deploying and maintaining an integrative corrections intelligence platform capable of identifying and analyzing Contraband cellular activity.
- Providing technical expertise, implementation support, system integration, and ongoing operational assistance.
- Ensuring all system functions comply with applicable state and federal laws, including adherence to FBI Criminal Justice Information Services (CJIS) Security Policy requirements.
- Facilitating secure data handling and ensuring the Department retains ownership of all data provided to or generated by the platform.
- Supporting the Department's investigative and reporting needs by supplying data, analytics, and output necessary to measure program outcomes and fulfill statutory reporting requirements.
- Ensuring the proposed solution is capable of integrating with a cellular managed access system, including any required interfaces, data exchanges, or interoperability components necessary for system functionality within the Department's operational environment.

2.2 Objectives

The selected provider shall deliver a comprehensive platform that:

- 2.2.1 Identifies and analyzes Contraband cellular activity across all Correctional Institutions.
- 2.2.2 Enhances the Department's ability to detect, disrupt, and prevent criminal activity associated with Contraband cell phones.
- 2.2.3 Supports investigatory and intelligence operations related to inmate communications and security risks.
- 2.2.4 Integrates with the Department's existing and planned technologies, including the cellular managed access system, to ensure seamless operational alignment.

2.3 Department Responsibilities

- 2.3.1 The Department will work with the Contractor to coordinate the participation of each service location.
- 2.3.2 The Department will coordinate with the provider to ensure the State retains ownership over any data provided to or received from the provider during the program.
- 2.3.3 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.
- 2.3.3 The Department will provide a Contract Manager.

2.4 Contractor Responsibilities

- 2.4.1 The Contractor shall be a vendor that can provide an Integrative Corrections Intelligence platform to combat Contraband cellphones, crime, and related challenges within and emanating from state-operated correctional facilities.
- 2.4.2 The Contractor shall ensure minimal operational disruption to correctional activities.
- 2.4.3 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, gender, 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."
- 2.4.4 The Contractor shall be responsible for all costs associated with providing technical support for setting up, installing, and maintaining the software and/or platform.
- 2.4.5 The Contractor shall provide training, documentation, and technical assistance to Department staff as needed.
- 2.4.6 The Contractor shall be responsible for maintaining and updating all training materials.

- 2.4.7 The Contractor shall coordinate technical alignment and integration tasks required to support interoperability with cellular managed access system.
- 2.4.8 The Contractor's staff providing any 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.
- 2.4.9 The Contractor shall provide adequate access to the Contractor's network, that is separate from the Department's networks.

2.5 Minimum Requirements

The Vendor's solution must, at a minimum, meet the following requirements.

2.5.1 Functional Requirements

- Detect, identify, and analyze Contraband cell phone activity in real time or near-real time.
- Provide actionable intelligence to support facility security operations and criminal investigations.
- Generate reports, alerts, visual dashboards, and analytic summaries useful for Departmental staff and investigative partners.
- Integrate with the cellular managed access system to support coordinated detection, analysis, or operational workflows as required by the Department.

2.5.2 Compliance Requirements

The platform must comply with:

- Federal Bureau of Investigation (FBI) CJIS Security Policy.
- All applicable federal and state laws governing the protection, handling, storage, and transmission of inmate and prison-related information.

2.5.3 Data Ownership

- The Department shall retain full ownership rights over all data provided to or received from the provider during the program.
- The provider must implement processes ensuring secure data access, storage, and retrieval without limiting the Department's ownership or operational use.

2.6 Contractor Staff Requirements

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

2.6.1 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.

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.

2.6.2 Staff Training

The Contractor shall ensure that its staff are professionally equipped to provide the required services.

2.6.3 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.

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

2.6.3.2 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.

2.6.3.3 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.

2.6.3.4 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.

- 2.6.3.5 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.
- 2.6.3.6 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.

2.6.4 Staff Background/ Criminal Records Checks

- 2.6.4.1 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.
- 2.6.4.2 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.
- 2.6.4.3 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.
- 2.6.4.4 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.

2.6.4.5 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.

2.6.5 Staff Availability

The Contractor shall ensure that staff performing services under the Contract are available during Business Hours for the duration of the Contract.

2.7 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.

2.7.1 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 or delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof, and shall include the following reports:

2.7.1.1 The Monthly Contraband Intelligence Report shall delineate, by service location, the following information to track the provider's support of the Department in collecting and maintaining all metrics required for legislative reporting:

- a. Number of Contraband cell phones identified;
- b. Number of terminations confirmed at the subscriber level by mobile phone providers;
- c. Number of investigations initiated based on platform intelligence; and
- d. Progress and results of such investigations.

2.7.1.2 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.

2.7.2 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 2.6 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.

2.7.3 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.

2.8 Deliverables

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

2.8.1 Integrative Corrections Intelligence Platform; and

2.8.2 Monthly Maintenance & Support

2.9 Performance Measures and Financial Consequences

The Department desires to contract with a Vendor who demonstrates its willingness to be held accountable for the achievement of successful Contract performance. By submitting a Response, the Vendor agrees to the Department's assessment of financial consequences, which are not intended to be a penalty but to incentivize the Vendor's performance under the Contract.

The performance measures below list the key expectations most critical to the success of the Contract and the financial consequences the Department will assess if an expectation is not met. If a Vendor is unable to achieve a performance measure expectation because of unforeseen circumstances outside of its control, the Vendor may submit a written request, in advance, to the Contract Manager to waive the assessment of the associated financial consequence. The Contract Manager will then review the request to determine whether mitigating circumstances existed beyond the Vendor's control. For the Department to approve the request, the Vendor must not have contributed to the failed expectation in any manner. The Department does not waive its ability to assess financial consequences by allowing the delivery of an item(s) or completion of services after the time allowed. Nothing in this section shall limit the Department's right to pursue other remedies available at law or in equity.

Financial consequences shall not exceed the total Contract amount.

Performance Measures (PM)				
No.	Description	Expectation	Assessment Method	Financial Consequences
PM-001	Complete Installation of the Corrections Intelligence Platform, including system documentation, testing and training materials.	The Contractor will complete full installation of the Corrections Intelligence Platform in accordance with the timeline specified in the Contractor's submitted plans. Installation shall include delivery of all required system documentation (licensing, manuals, configuration documentation), submission of the full testing plan and test results, and delivery of a complete Training Plan with supporting materials. All components must be provided by the required installation deadline, consistent with industry-standard IT deployment practices.	One time	The Department will assess a financial consequence of \$500 per day beyond the required installation deadline until all installation activities, including documentation, testing completion, and training materials, are fully delivered.
PM-002	Technical Support	The Contractor will respond to all technical support inquiries and service requests within four (4) Business Hours of receipt and will provide resolution or escalation updates within one (1) Business Day.	Per Occurrence	The Department will assess a financial consequence of \$100 per occurrence for failure to meet the required response time.
PM-003	Monthly Summary Report	The monthly reports, as outlined in Section 2.7, shall be submitted to the Contract Manager by the 10 th Day of the month and the monthly invoice submitted by the 10 th Day of the Month following the month which services were reported.	Monthly	The Department will assess a financial consequence in the amount of \$100 per Day beyond the required timeframe, until all monthly reports are submitted.
PM-004	Quarterly Reports	The Quarterly Reports, as outlined in Section 2.7, 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.	Quarterly	The Department will assess a financial consequence in the amount of \$100 per Day beyond the required timeframe, until all reports are submitted.

SECTION 3.0 – PROCUREMENT RULES AND INFORMATION

3.1 General Instructions to Vendors (PUR 1001)

Potential respondents to the solicitation are encouraged to carefully review all the materials herein and prepare responses accordingly.

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.

- 3.3.1 Proposals must be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline;
- 3.3.2 Electronic submission of Proposals will not be accepted;
- 3.3.3 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;
- 3.3.4 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;
- 3.3.5 The completed **Attachment II - Cost Proposal Sheet**, must be sealed in a separate envelope, but may be included in the package with the Proposal;
- 3.3.6 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 3.21, 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 complete, sign, and submit **Attachment III – Evaluation Criteria Form**. It should be 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 Requirement 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**. 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**. 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**. 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 or Services (PUR 2024)**. It should be inserted under Tab A of the Proposal.
- 3.4.11 If applicable, 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 4.5, Subcontracts, 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 Requirement 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.**
- 3.5.1.10 A complete **Attachment IX - Non-Disclosure Agreement.**
- 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 or Services (PUR 2024).**
- 3.5.1.14 If applicable, 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. Federal Employee Identification Number (FEIN);
- D. Primary type of business and the number of years conducting primary business;
- E. Total number of employees; and
- F. 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. Multiple forms may be submitted. 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 (CEO) 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.

- c. Face sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.3, Contractor's Insurance, of this RFP.

3.5.3.2 Staffing Plan

The Vendor shall provide a detailed staffing plan outlining how it will fulfill the requirements of Section 2.6, Contractor 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 2.7, 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 2.9, Performance Measures and Financial Consequences 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:

3.5.6.1 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.

3.5.6.2 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.

3.5.6.3 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 1.9 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 shall 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, Category III - Technical Specifications/Service Delivery Approach, and Financial Capability. 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)	265
Category II - Project Staffing (Tab C)	50
Category III - Technical Specifications/Service Delivery Approach (Tab D)	500
Cost Points - Cost Proposal Sheet (Tab E)	185
TOTAL POSSIBLE POINTS	1000

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 to the RFP

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 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 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.

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SECTION 4.0 – OTHER TERMS & 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 Objectives

4.2.1 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

It is expressly understood and agreed that any products or materials which are the subject of, or are required to carry out, this Contract shall be procured in accordance with the provisions of Section 403.7065, F.S., relating to the procurement of materials with recycled content.

4.2.2 Prison Rehabilitative Industries (PRI)

The Contractor agrees that any articles which are the subject of, or are required to carry out this Contract, shall be purchased from PRI, 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 PRI for the purposes of this 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>.

4.2.3 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, this 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 this Contract, the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned. Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

4.3 Contractor's Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of this Contract. This shall include, but is not limited to, worker's compensation, general liability coverage, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to this Contract. 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 this Contract. Upon the execution of this Contract, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a State agency or subdivision as defined in Section 768.28(2), F.S., the 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 Subcontracts

The Contractor is fully responsible for all work performed under this Contract. The Contractor may, upon receiving written consent from the Contract Manager, use service providers and/or enter into a written subcontract(s) for the performance of certain functions under this Contract. No Subcontract, which the Contractor enters into with respect to the performance of any of its functions under this Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall make payments to its 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. 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 this Contract. The Contractor's failure, without reasonable cause, to pay a 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 percent (0.5%) of the amount due per Day past 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.

All Subcontracts/agreements shall comply with Department Procedure 205.002, "Contract Management", and shall include the items noted below:

- Identity of the subcontractor (i.e., company, individual, etc.) that will be performing the subcontracted services;
- Qualifications of the subcontractor;
- License(s) and certification(s) provided by the subcontractor, required to perform the subcontracted services; and
- Include the specific clauses noted below from the Contract between the Contractor and the Department:
 - Cooperation with the Inspector General
 - Cooperation with the Florida Senate and the Florida House of Representatives
 - E-Verify
 - 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 Contract terms included in the Contract between the Department and the Contractor.

4.6 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 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.

4.12 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 where such employment conflicts with Section 112.3185, F.S.

4.13 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 Vendor 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 Vendor 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 Vendor and the Department shall work cooperatively to ensure service delivery is in complete compliance with applicable legal framework.

4.14 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.

4.15 Indemnification and Limitation of Liability

1. Indemnification:

- a. The Contractor shall be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages, including court costs and attorneys' fees arising out of intentional acts, negligence, or omissions by the Contractor, or its employees or agents, in the course of this Contract, including any claims or actions brought under the Civil Rights Act, Title 42 U.S.C. § 1983.
- b. Nothing herein serves as a waiver of sovereign immunity by either party to which sovereign immunity may be applicable. Further, nothing herein constitutes consent by a State agency or political subdivision of the State of Florida to be sued by third parties in any matter arising out of this Contract.

2. Limitation of Liability:

- a. For all claims against the Contractor under the Contract, and regardless of the basis on which the claim is made, the Contractor's aggregate liability for direct damages under the Contract will be limited to the greater of \$200,000 or the dollar value of the Contract (which is the higher of the total estimated value of the Contract

or two times the charges for services or commodities rendered by the Contractor under the Contract if no estimated value is determinable). This limitation will not apply to any claim arising under Section K.1. above, Indemnification, of the resulting Contract or any provision of the Contract relating to insurance required to be provided by the Contractor.

- b. Unless otherwise specifically enumerated in the Contract, no party will be liable to the other for special, indirect, punitive, or consequential damages, including lost data or records (unless the Contract requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party will be liable for lost profits, lost revenue, or lost institutional operating savings.
- c. For damages other than those excluded in the preceding paragraph, the Department's liability is limited to: 1) if the damage is the Department's failure to pay amounts due to the Contractor for services or commodities received and accepted by the Department pursuant to this Contract, then only the amount due for such services and commodities and any interest owed under Section 215.422, F.S.; or 2) in the event the damage is not related to the Department's failure to comply with the payment provisions of this Contract, to the maximum of the limited waiver of sovereign immunity provided for in Section 768.28, F.S.

4.16 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.

4.17 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 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.

4.18 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

4.19 Cooperation with the 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.

4.20 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.

4.21 Security Requirements

The successful Vendor shall comply with **Attachment X, Security Requirements and Procedures**, on Institutional and facility security policies and the Department's Restricted Procedure number 602.016, Entering and Exiting Department of Corrections Institutions. Violations of these rules could result in termination of the resultant Contract. The Vendor shall contact, within 10 Days of execution of any Contract resulting from this RFP, the Institution or facility to obtain a copy of any specific Institutional or facility rules. Attachment X – Security Requirements and Procedures, is provided for reference. These requirements are subject to change.

4.22 Americans with Disabilities Act

The Contractor shall comply with the Americans with Disabilities Act (ADA) 42 USC § 12101, et.seq. In the event of the Contractor's noncompliance with the nondiscrimination clauses, the ADA, or with any other such rules, regulations, or orders, this Contract may be canceled, terminated, or suspended, in whole or in part, and the Contractor may be declared ineligible for further contracts.

4.23 Health Insurance Portability and Accountability Act (HIPAA)

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.

4.24 Other Conditions

A. Records

1. Public Records Law

The Contractor agrees to: (a) keep and maintain public records required by the Department in order to perform the service or the Contract obligations; (b) upon request from the Department's custodian of public records, provide the Department

with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Contractor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service or the Contract obligations. If the Contractor transfers all public records to the Department upon completion of the Contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Contractor to allow public access to all documents, papers, letters, or other material made or received by the Contractor in conjunction with the Contract, unless the records are exempt from § 24(a) of Art. I of the State Constitution and Section 119.07(1), F.S.

If the Contractor has questions regarding the application of Chapter 119, Florida Statutes, to the Contractor's duty to provide public records relating to this 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)

2. Audit Requirements

- a. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Accounting Standards (GAAS).
- b. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to this Contract.

- c. The Contractor 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 Chief Financial Officer (CFO) Memorandum #20, which is incorporated herein as if fully stated.

3. Record Retention

The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to this Contract following termination of the 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.myflorida.com/library-archives/records-management/general-records-schedules/>. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of this 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 in the Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. 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 end 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 this Contract and shall notify the Department by certified mail within 10 Business Days if and when the records being moved to a new location.

B. Confidentiality

The Contractor shall maintain the confidentiality with reference to FDC business or services, or individuals entrusted to FDC's care, or individual participants 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 in the course of Contract performance shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

Except for individuals assigned to work on this contract, the Contractor agrees to keep all Department personnel information (i.e., Department staff telephone numbers, addresses, etc.) strictly confidential and shall not disclose said information to any person unless released in writing to do so by the Department

C. Disputes

Any dispute arising from this Contract shall be resolved informally by the Contract

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

D. Prison Rape Elimination Act (PREA)

The Contractor shall comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), 28 C.F.R. Part 115. The Contractor's employees who will not enter the secured perimeter, but can be on property in the presence of an inmate shall also comply with all Department policies and procedures that relate to PREA (see Department Procedure 602.053, "Prison Rape: Prevention, Detection, and Response") and immediately report any suspected/reported PREA violations to the Contract Manager for the Department verbally and follow up with written notification to the Contract Manager within 24 hours of learning about the suspected PREA violation.

E. Independent Contractor Status

The Contractor is an independent contractor in the performance of its duties and responsibilities under this Contract. The Department shall neither have nor exercise any control or direction over the methods by which the Contractor shall perform its work and functions other than as provided herein. This Contract is not a partnership or a joint venture between the Parties.

F. Force Majeure

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

G. Annual Appropriation

The State of Florida's performance and obligation to pay under this contract is contingent upon an annual appropriation by the Legislature, pursuant to Section 287.0582, F.S. The costs of services paid under any other contract or from any other source are not eligible for payment under this Contract.

H. Cooperative Purchasing

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

Other State of Florida agencies wishing to make purchases from this competitively procured Contract are required to follow the provisions of Section 287.042(16), F.S. This

statute requires the Florida Department of Management Services to determine that the requester's use of the Contract is cost-effective and in the best interest of the State.

I. Payment and Invoicing

Pricing for this Contract will be at a fixed rate. The Department will compensate the Contractor for the delivery of commodities and/or services. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The Contractor must include any and all supporting documentation, as well as its name, mailing address, tax identification (ID) number/FEIN, PO number, items provided, and the quantity of items.

J. State Licensing Requirements

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

K. MyFloridaMarketPlace (MFMP)

Each vendor or contractor doing business with the State of Florida, as defined in Section 287.012, F.S., shall maintain an active registration in MFMP Vendor Information Portal (VIP), unless exempt under Rule 60A-1.033, Florida Administrative Code (F.A.C.). Registration can be completed online at <https://vendor.myfloridamarketplace.com>. For assistance, the Contractor may contact the MFMP Customer Service Desk at vendorhelp@myfloridamarketplace.com or at 866-352-3776.

Unless a qualifying exception exists pursuant to Rule 60A-1.031, F.A.C., pursuant to Rule 60A-1.031(3), F.A.C.:

1. Transaction Fee

The State of Florida, through the Department of Management Services, has instituted MFMP, a statewide eProcurement system pursuant to section 287.057(24), F.S. All payments issued by Agencies to registered vendors for purchases of Commodities or Contractual Services under Chapter 287, F.S., shall be assessed the Transaction Fee of one percent (1.0%) of the total amount of the payments received from the State or Eligible Users, as prescribed by Rule 60A-1.031, F.A.C., or as may otherwise be established by law. Vendors shall pay the Transaction Fee and are subject to automatic deduction of the Transaction Fee, when automatic deduction becomes available. Vendors shall submit any monthly reports required pursuant to Rule 60A-1.031, F.A.C. All such reports and payments are subject to audit. The Agency will have grounds for declaring the vendor in default if the vendor fails to comply with the payment of the Transaction Fee or reporting of payments, which may subject the vendor to being suspended from business with the State of Florida.

L. Severability

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

M. Governing Law and Venue

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

N. Assignment

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

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ATTACHMENT I – SERVICE DELIVERY LOCATIONS

Service locations may be added at Department's discretion.

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		124	Franklin Work Camp	Franklin CI	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, Florida 32465-0010
1		150	Gulf Annex	Gulf CI	699 Ike Steel Road Wewahitchka, FL 32465

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
1		170	Gulf Forestry Camp	Gulf CI	3222 DOC Whitfield Rd White City, FL 32465
1	*	107	Holmes CI	n/a	3142 Thomas Drive Bonifay, FL 32425
1		162	Holmes Work Camp	Holmes CI	3182 Thomas Drive Bonifay, FL 32425
1	*	104	Jackson CI	n/a	5563 10 th Street Malone, FL 32445
1		166	Jackson Work Camp	Jackson CI	5607 10 th Street Malone, FL 32445
1		160	Graceville Work Camp	Jackson CI	5230 Ezell Road Graceville, FL 32440
1	*	103	Jefferson CI	n/a	1050 Big Joe Road Monticello, FL 32344
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		142	Liberty South Unit	Liberty CI	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		161	Okaloosa Work Camp	Okaloosa CI	3189 Colonel Greg Malloy Road Crestview, FL 32539

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
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		127	Santa Rosa Work Camp	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
1		172	Walton Work Camp	Walton CI	301 Institution Road Defuniak Springs, FL 32433
2	*	279	Baker CI		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		264	Columbia Work Camp	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

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
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		263	Hamilton Work Camp	Hamilton CI	10650 SW 46 th Street Jasper, FL 32052
2	*	281	Lancaster CI	n/a	3449 SW State Road 26 Trenton, FL 32693
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		289	Madison Work Camp	Madison CI	382 SW MCI Way Madison, FL 32340

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
2	*	223	Mayo Annex	n/a	8784 US 27 West Mayo, FL 32066
2		265	Mayo Work Camp	Mayo	8784 US 27 West Mayo, FL 32066
2	*	210	New River CI	n/a	8000 NW 80 th Place 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		232	Suwannee Work Camp	Suwannee CI	5964 US Hwy 90 Live Oak, FL 32060
2	*	218	Taylor CI	n/a	8501 Hampton Springs Rd Perry, FL 32348
2		224	Taylor Annex	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348
2		227	Taylor Work Camp	Taylor CI	8501 Hampton Springs Rd Perry, FL 32348

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3	*	501	Hardee CI	n/a	6901 State Road 62 Bowling Green, FL 33834
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		316	Lowell Work Camp	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		552	Largo Road Prison	Polk CI	5201 Ulmerton Road Clearwater, FL 33760
3		583	St. Petersburg CRC	Polk CI	4237 8 th Avenue South St. Petersburg, FL 33711

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
3	*	307	Sumter CI	n/a	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
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		469	West Palm Beach CRC	Martin CI	261 W. Fairgrounds Road West Palm Beach, FL 33411

Region	Major Institution	Facility ID Number	Facility Name	Supervising Institution	Address
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
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		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

Prices must be firm prices and include all packaging, handling, shipping, and other applicable fees.

Implementation Phase One-Time Payment Upon Completion of Deliverables		
Deliverables	Description	Cost
Deliverable 1	Integrative Corrections Intelligence Platform	\$

Ongoing Support & Maintenance Monthly & Yearly Costs			
Deliverable	Cost Type	Cost	
		Per month	Year
Deliverable 2	Monthly Maintenance & Support	\$	\$
	Remaining Contract Term (Yearly Subtotal x 3)	\$	
Grand Total Cost (Deliverable 1 + Remaining Contract Term)		\$	

NAME OF VENDOR'S ORGANIZATION

SIGNATURE OF AUTHORIZED
REPRESENTATIVE

NAME OF AUTHORIZED REPRESENTATIVE

FEIN

DATE

ATTACHMENT III – EVALUATION CRITERIA FORM

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 (250)	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 the services outlined in this RFP 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 (50)	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 (500)	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 185 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 185 = Z$$

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: _____

ATTACHMENT IV – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION

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 ITN.

2. Prime Vendor

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

3. 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.).

4. 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.

5. Statement of No Inducement

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

6. Statement of Non-Disclosure

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

7. Statement of Non-Collusion

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

8. 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.

9. Scrutinized Company Certification

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

- It is not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S.; and
 - It is not currently engaged in a boycott of Israel.
- B. If the vendor provides goods or services that could be at or above \$1 million, the vendor also certifies:
- It is not listed on the Scrutinized Companies with Activities in Sudan List;
 - It is not listed on the Scrutinized Companies with Activities in Iran Terrorism Sectors List; as identified under section 215.473, F.S.; and
 - It does not have business operations in Cuba or Syria, as defined in s. 287.135(1)(c), F.S.
- 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.

10. 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.

- 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.

11. 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.**

12. Foreign Gifts, Interest and Contracts

In submitting this bid, proposal or reply, the vendor certifies the following:

- A. The vendor has made all required disclosures in accordance with s. 286.101(3), F.S.;
- 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.

13. Convicted Vendor List

The Vendor is not disqualified and understands that pursuant to section 287.133, F.S., a person or affiliate who has been placed on the Convicted Vendor List following a conviction for a public entity crime may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.

14. Discriminatory Vendor List

The vendor is not disqualified and understands that pursuant to section 287.134, F.S., an entity or affiliate who has been placed on the Discriminatory Vendor List may not perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.

15. Antitrust Violator Vendor List

The vendor is not disqualified and understands that pursuant to section 287.137, F.S., a person or an affiliate who has been placed on the Antitrust Violator Vendor List following a conviction or being held civilly liable for an antitrust violation may not perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity.

16. Suspended Vendor List

The vendor is not disqualified and understands that pursuant to section 287.1351, F.S., a vendor placed on the Suspended Vendor List may not provide any goods or services to an agency after its placement on the suspended vendor list until such vendor has been removed from the suspended vendor list and returned to the vendor list maintained by the Department pursuant to section. 287.042(1)(a) and (b), F.S.

17. Forced Labor Vendor List

The Vendor is not disqualified and understands that pursuant to section 287.1346, F.S., a vendor placed on the Forced Labor Vendor List may not provide any goods or services to an agency after its placement on the Forced Labor Vendor List until such vendor has been removed from the Forced Labor Vendor List and returned to the vendor list maintained by the Department pursuant to section. 287.1346(4)(d), F.S.

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)

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.](#)

_____ 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 – VENDORS CONTACT INFORMATION

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 3.16, 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

Please complete a separate sheet for each reference.

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

before me this _____ Day of _____ 20 _____

Personally ☐ OR Produced ☐ Type of Identification
known Identification Produced: _____

Notary Public: _____

My Commission Expires: _____

ATTACHMENT VIII – REFERENCE QUESTIONNAIRE

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 the 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

In connection with FDC RFP-27-012, 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-26-012, 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 & PROCEDURES

Firm Representing: _____

Contractor/Vendor

Employee Name: _____

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) Except when providing healthcare services, 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.**

Contractor/Vendor Signature

Date

FDC Staff Witness Signature

ATTACHMENT XI – VENDOR CERTIFICATION FORM (PUR 7801)

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>
Required	☐ Certified ☐ NA	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/
Required	☐ Certified ☐ NA	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/
Required	☐ Certified ☐ NA	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. 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.

Required	☐ Certified ☐ NA	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.
Determined by Vendor	☐ Certified ☐ NA	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.
Required	☐ Certified ☐ NA	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.
Required	☐ Certified ☐ NA	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.
Required	☐ Certified ☐ NA	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

Signature

Date

FEIN

Typed or Printed Name

Title

ATTACHMENT XII – USE OF COERCION (PUR 2024)

Use of Coercion for Labor or Services

Pursuant to section 787.06(14), 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.

The entity named below 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: _____

ATTACHMENT XIII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM

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

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.
