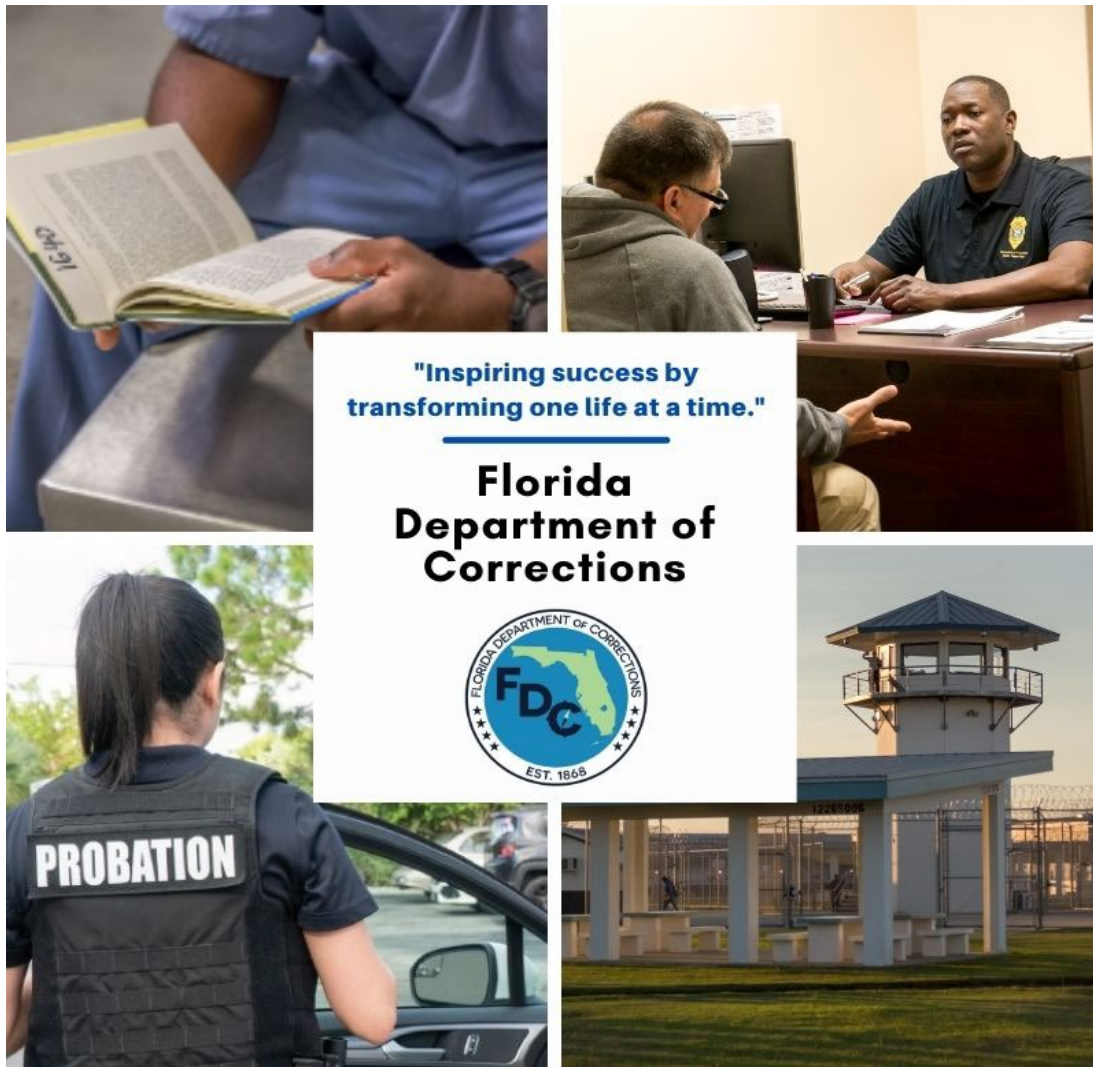


Invitation to Negotiate (ITN)

FDC ITN-27-023



Operation and Management of Contractor-Operated Correctional Facilities – South Bay Correctional Facility

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Attachments:

Attachment A – Draft Contract

Attachment B – Fixtures, Furnishings & Equipment Inventory

Attachment C – Price Sheet

Attachment D – Florida Department of Corrections Policies and Procedures and Health Service Bulletins

Attachment E – Operating Per Diem (with Auditor General Certification)

Attachment F – Florida Department of Corrections Menu

Attachment G – Florida Department of Corrections Alphabetical State Drug Formulary, August 2026

Attachment H – Current Facility Program Plan

Attachment I – Contract Performance Indicator Tool

Attachment J – Confidentiality and Non-Disclosure Agreement

Attachment K – 602.016 Security Procedure

Attachment L – Reference Questionnaire

Attachment M - Business Associate Agreement for HIPAA

Forms for Completion:

FORM 1 – CONTACT INFORMATION

FORM 2 – NOTICE OF CONFLICT OF INTEREST

FORM 3 – STATEMENT OF NO INVOLVEMENT

FORM 4 – BUSINESS EXPERIENCE

FORM 5 – SUBCONTRACTING

FORM 6 – MANDATORY RESPONSIVENESS REQUIREMENTS

FORM 7 – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION

FORM 8 - FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)

FORM 9 – VENDOR CERTIFICATION FORM (PUR 7801)

FORM 10 – PUR 2024 (PART A & B)

FORM 11 – CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (if applicable)

FORM 12 – REPLY BOND FORM

SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The Florida Department of Corrections (Department) is issuing this solicitation to establish a contract for the operation and management of the South Bay Correctional Facility.

This solicitation has an estimated current annual spend of **\$51,613,004**. This information is provided for informational purposes only and should not be construed as representing actual, guaranteed, or minimum spend under any new contract. The Department intends to make a single award for this location. However, the Department reserves the right to amend the solicitation requirements, to make no award, to withdraw this solicitation, or to reject all replies.

1.2 Background Information

South Bay Correctional Facility (SBCF) is located in Palm Beach County, Florida. SBCF was built in 1997 and has a capacity of 1,948 beds, with minimum, medium, and close custody-security housing for adult males sentenced to the Florida Department of Corrections (FDC).

1.3 Term

The initial term of the Contract will be three (3) years, and upon agreement of the parties, it may be renewed for successive two (2) year periods thereafter. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. The state is not obligated to pay the Contractor beyond what is appropriated annually. The Department is not authorized to pay more than what is appropriated.

1.4 Definitions

Definitions contained in section 287.012, Florida Statutes (F.S.); Rule 60A-1.001, Florida Administrative Code (F.A.C.); and Attachment A, Draft Contract are incorporated by reference. In the event of a conflict, the definitions listed in this section supersede the incorporated definitions for this ITN document.

1.4.1 Business Day and Hour: Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Standard Time (EST), excluding State holidays or other official closures.

1.4.2 Business Network: The Business Network (formerly known as Ariba Network) is an online marketplace that connects vendors and buyers for solicitations, collaboration, and purchasing transactions. A Business Network account is required to submit responses to electronic solicitations.

1.4.3 Contract: The formal written agreement resulting from this ITN between the successful or selected Vendor and the Department.

1.4.4 Contractor: The successful or selected Vendor who is awarded a Contract to provide services or commodities to the Department.

1.4.5 Correctional Institution: A prison used to detain inmates in the lawful custody of the Department of Corrections.

- 1.4.6 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.
- 1.4.7 Day:** A calendar day, unless otherwise noted.
- 1.4.8 Department:** The State of Florida Department of Corrections or FDC.
- 1.4.9 Deliverables:** Those services, items, and/or materials provided, prepared, and delivered to the Department in the course of Contract performance.
- 1.4.10 Hour(s):** Includes business hours and non-business hours.
- 1.4.11 ITN:** Invitation to Negotiate.
- 1.4.12 Mandatory Responsiveness Requirements:** The terms, conditions, and requirements that the Vendor must meet to be considered responsive to this ITN.
- 1.4.13 Material Deviations:** A deviation from the requirements and specifications of this ITN, which the Department, at its sole discretion, has determined is not in of substantial accord with this ITN, provides a significant competitive advantage to one (1) Vendor over other Vendors, or has a potentially substantial effect on either the quantity or quality of the services sought, or on the cost to the Department
- 1.4.14 Minor Irregularity:** A variation from the requirements and specifications of this ITN that does not give the Vendor a significant competitive advantage or benefit not enjoyed by other Vendors and does not adversely impact the interests of the Department.
- 1.4.15 ON-SITE CONTRACT MONITOR:** The On-Site Contract Monitor or the Bureau designee shall be the official liaison between the Bureau and Contractor. All official communications shall take place between the On-Site Contract Monitor and Contractor, unless the Bureau directs otherwise. All other communication between the Bureau's employees and CONTRACTOR shall be managed according to policies adopted by both parties.
- 1.4.16 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.
- 1.4.17 Reply:** A Vendor's written response submitted as an answer to this ITN.
- 1.4.18 Responsible Vendor(s):** A Vendor who has the capability in all respects to perform the Contract requirements fully, and the integrity and reliability that will assure good faith performance.
- 1.4.19 Responsive Reply(ies):** A Reply, submitted by a Responsive and Responsible Vendor that conforms in all material respects to this solicitation.

1.4.20 Subcontractor: An individual or business entity contracted by the primary Contractor to perform part of the services or provide commodities required under the Contract with the Department.

1.4.21 Value-Added Services: Additional services and commodities the Vendor may offer the Department, at no additional cost, beyond those services and commodities expressly included in this ITN, which may be unknown to the Department at this time, yet meet its overall goals.

1.4.22 Vendor: A legally qualified corporation, partnership, or other business entity submitting a Reply to the Department in response to this ITN.

1.4.23 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>.

1.5 Timeline of Events

The Department established the following Timeline for this ITN. Each Vendor must adhere to this Timeline and any Timeline revision(s). The Department will post any Timeline revision as an addendum to the ITN advertisement in accordance with Section 2.5 of this ITN. All references to the "Timeline" herein refer to the Timeline in this Section. All times below are Eastern Time (E.T.).

Respondents shall not rely on the Business Network time clock. It is not the official submission deadline. In the event of a technical malfunction or discrepancy in VIP or in the Business Network, the Timeline of Events listed in the solicitation document shall prevail. The official solicitation dates and time deadlines are reflected in the Timeline of Events.

Timeline of Events	Event Time (ET)	Event Date
Solicitation posted on VIP and in the Business Network.		October 5, 2026
Vendor deadline to submit to the Procurement Officer via email to Purchasing@FDC.MyFlorida.com : 1) Attachment J – Confidentiality and Non-Disclosure Agreement, and 2) Mandatory site visit information supplied to the Procurement Officer in accordance with Section 2.4 - Site Visit, of this ITN.	3:00 PM	October 15, 2026
Mandatory Site Visit , held at: South Bay Correctional Facility 600 U.S. Highway 27 South Bay, FL 33493 *Please note the provisions of subsection 2.5, below, which provide the Department the right to issue an addendum to change the date of the site visit if necessary.	9:00 AM	October 22, 2026
Deadline to submit questions in the Business Network.	5:00 PM	October 28, 2026
Anticipated date of posting Q&A on VIP and in the Business Network.		November 16, 2026

Deadline to submit Reply and all required documents in the Business Network	2:00 PM	December 1, 2026
Public meeting: Reply Opening Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399	2:01 PM	December 1, 2026
Anticipated Evaluation Team Meeting. <u>Meeting Location:</u> Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399		December 4, 2026
Anticipated Negotiations.		December 2026 - January 2027
Anticipated Negotiation Team Meeting.		January 2027
Anticipated date to post Notice of Intent to Award.		January 2027
Anticipated Contract execution date.		July 2027
Anticipated date to fully transition services to awarded Respondent.		June 2027

1.6 Special Accommodations

Persons requiring special accommodations to respond to this ITN because of a disability should contact the Bureau of Procurement at (850) 717-3700, at least five (5) Days before any Reply opening or public meeting. Persons who are deaf, hard-of-hearing, deaf-blind, or speech-disabled may contact the Bureau of Procurement by using the Florida Relay Service at (800) 955-8771 (TTY/ASCII).

1.7 Procurement Officer

The Procurement Officer is the **sole point of contact** for this ITN.

Procurement Officer for this solicitation is:

Sharita Newman, Procurement Officer
Bureau of Procurement
Office of Financial Management
Florida Department of Corrections
501 S. Calhoun Street
Tallahassee, FL 32399-2500
Telephone: (850) 717-3700
Email: Purchasing@fdc.myflorida.com

***** ALL EMAILS TO THE PROCUREMENT OFFICER SHOULD CONTAIN THE SOLICITATION NUMBER IN THE SUBJECT LINE. *****

In accordance with Section 287.057(25), F.S., "Respondents 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.”

The Vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with a State employee related to this ITN. Only written communications from the Procurement Officer are considered duly authorized expressions on behalf of the Department. Only written communications from a Vendor will be recognized as duly authorized expressions on behalf of the Vendor. Any discussion by a Vendor with an employee or representative of the Department involving cost or price and occurring before the Department advertises its notice of agency decision may result in the rejection of that Vendor's Reply.

1.8 On-Site Contract Monitor

Vendor shall make workspace available at the Facility to the On-Site Contract Monitor. The Bureau Chief must approve the On-Site Contract Monitor's workspace. Vendor shall provide a smartphone with access to email and a desktop computer with access to view the facility's camera system and remote access. The desktop computer shall include access to the internet with a dedicated quality of service of at least one and one-half (1.5) megabytes up and down, compatibility with the most current Microsoft software, and access to a printer and scanner in a secure location or with passcode requirements to ensure security.

Vendor shall notify the On-Site Contract Monitor promptly of, and prior to, all tours and official visits. Notification should be provided as soon as a tour or official visit is scheduled or upon the entrance of an unannounced tour or official visit. The On-Site Contract Monitor shall be notified by email and telephone.

1.9 Personnel

Vendor shall at all times provide sufficient trained staff to provide for and maintain the security, control, custody, and supervision of inmates of the Facility in compliance with applicable court orders, the ACA Standards, and this Contract. Vendor shall provide an organization chart to include all positions within the facility, indicating which positions are certified, critical complement, and mission-critical.

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The ITN is a method of competitively soliciting a commodity or contractual service under Chapter 287, F.S. Replies must be submitted by the date listed in Section 1.5, Timeline of Events.

The Department will hold a public opening of the Replies on the date, time, and location specified in Section 1.5, Timeline of Events. After the Department has reviewed and evaluated the Replies and held negotiation sessions with select Vendors, the Department will post its Notice of Intent to Award on the VIP.

2.2 Questions and Answers

The Department invites interested and registered Vendors to submit questions regarding the solicitation. Questions must be submitted in the Business Network by the time and date reflected in Section 1.5, Timeline of Events. Respondents are strongly encouraged

to ask any questions regarding this ITN, including the proposed Term Contract terms and conditions, prior to the deadline to submit questions. The Department is not obligated to revise the solicitation or attachments.

2.3 Confidentiality and Non-Disclosure Agreement

To be eligible to respond to this ITN, vendors must obtain **Attachment D** - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, **Attachment I** – Contract Performance Indicator Tool, **Attachment K** - 602.016 Security Procedures, **Attachment A** - Draft Contract, **Exhibit B** – Transfer Agreement, **Exhibit C** – Memorandum of Agreement – Emergency Team Response Firing Range, and **Exhibit D** – Electronic Monitoring Agreement- directly from the Procurement Officer. These files contain portions of Confidential Information.

To obtain these attachments, a vendor must submit a fully completed copy of **Attachment J** – Confidentiality and Non-Disclosure Agreement to the Procurement Officer via email at Purchasing@FDC.MyFlorida.com by the time and date indicated in Section 1.5, Timeline of Events. The Department will not consider any modifications to the Confidentiality and Non-Disclosure Agreement.

Upon receipt of executed **Attachment J**, the Department will provide **Attachment D** - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, **Attachment I** – Contract Performance Indicator Tool, **Attachment K** – 602.016 Security Procedures, **Attachment A** - Draft Contract, **Exhibit B** – Transfer Agreement, **Exhibit C** – Memorandum of Agreement – Emergency Team Response Firing Range, and **Exhibit D** – Electronic Monitoring Agreement –directly from the Procurement Officer. These files contain portions of Confidential Information, to the vendor.

2.4 Site Visit

The Department will conduct a Mandatory Pre-Reply Conference and Site Visit on the date, time, and location specified in Section 1.5, Timeline of Events.

The purpose of this conference and site visit is to ensure all bidders understand the exact location of the facility, its layout, and its present condition; to discuss the contents of this ITN; and to accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted, and spontaneous answers will be provided; however, parties should clearly understand that the Department will issue a written, binding response **ONLY** to those verbal questions subsequently submitted in writing on or before the deadline, in accordance with Section 2.2, Questions and Answers, of this ITN. The Department's written response will be provided to all potential Vendors via advertisement on the VIP as an addendum to the ITN and shall be considered the Department's official answers. Oral answers and discussions shall not be binding upon the Department.

A completed and approved background check is mandatory to attend the site visit. To initiate the background check, potential vendors must send an email to the following: Purchasing@FDC.MyFlorida.com at least two (2) Business Days prior to the site visit, and furnish the following information for all attendees: the attendee's full name, race, sex, Social Security number, date of birth, and driver's license number and state of issuance.

All Department security procedures shall apply.

Persons present as attendees must be the same individuals for whom background information was provided and must be approved by the Department prior to the site visit. Vendors who did not seek prior approval and complete the background check may be denied access. Attendees must present photo identification at the site.

2.5 Addendum to the Solicitation

The Department reserves the right to modify this solicitation by addenda. The addenda may modify any aspect of this solicitation. Any addenda issued will be posted on VIP and the Business Network. It is the Respondent's responsibility to check VIP and the Business Network for any changes throughout the procurement process and prior to submitting a Reply.

2.6 Electronic Posting of Notice of Intent to Award

The Department will electronically post a Notice of Intent to Award on VIP and in the Business Network in accordance with Section 1.5, Timeline of Events of this ITN. The Notice of Intent to Award will remain posted for 72 hours, not including Saturdays, Sundays, or State holidays, as specified in section 110.117, F.S.

2.7 Contract Formation

The Contract will consist of the documents identified in the definition of "Contract" in **Attachment A** – Draft Contract. By submitting a Reply, the Respondent acknowledges its understanding and acceptance of all terms and conditions of the Contract. If a vendor has questions regarding any terms of the Contract, it is encouraged to submit them during the Question & Answer period. The Department reserves the right to revise the contract as needed to cover any rule, statute, or federal changes.

2.8 Modification or Withdrawal of Reply

Respondents may modify their Replies at any time prior to the Reply due date by sending the modified Reply to the Procurement Officer. Modified Replies should be clearly marked on the outside of the package with the solicitation number, the Respondent's name, and the Procurement Officer's name. A Respondent may withdraw its Reply at any time prior to the public opening by notifying the Procurement Officer in writing.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 General Instructions

3.1.1 The State's General Contract Conditions (Form PUR 1000) may be viewed at the link below and are hereby incorporated by reference in their entirety as part of this ITN.

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

3.1.2 The PUR 1001, General Instructions to Respondents (2006 version), is incorporated by reference and can be accessed at:

https://www.dms.myflorida.com/business_operations/state_purchasing/state_agency_resources/state_purchasing_pur_forms

3.1.3 The terms and conditions set forth within this ITN supersede any conflicting terms and conditions set forth within forms PUR 1000 or PUR 1001.

3.2 Special Instructions

The PUR 1001, General Instructions to Respondents, is superseded to the extent set forth in the following Special Instructions.

Paragraphs 3, 5, 7, 9, 14, 15, 19, and 20 of the PUR 1001 are inapplicable and are replaced as follows:

3. Electronic Submission of Responses

Replies shall be submitted in accordance with Section 4.21 How to Access the Sourcing Event in MyFloridaMarketPlace.

4. Questions

Questions shall be submitted in accordance with the Section 2.2, Questions and Answers.

7. Convicted Vendor, Discriminatory Vendor, and Antitrust Violator Vendor Lists

a. Convicted Vendor List.

Pursuant to section 287.133(2)(a), 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 submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in section 287.017, F.S. for CATEGORY TWO for a period of 36 months following the date of being placed on the Convicted Vendor List.”

b. Discriminatory Vendor List.

Pursuant to section 287.134(2)(a), F.S., “[a]n entity or affiliate who has been placed on the Discriminatory Vendor List may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.”

c. Antitrust Violator Vendor List.

Pursuant to section 287.137(2)(a), 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 submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or 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.”

9. Respondent’s Representation and Authorization

In submitting a Reply, the Respondent understands, represents, and acknowledges the following:

- a. The Respondent is not currently under suspension or debarment by the State or any other governmental authority.
- b. The Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.
- c. The submission is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any entity or person to submit a complementary or other noncompetitive Reply.
- d. The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any other Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.
- e. The Respondent has fully informed the Department in writing of all convictions of the Respondent, its affiliates (as defined in section 287.133(1)(a), F.S.), and all directors, officers, and employees of the Respondent and its affiliates for violation of any state or federal law involving a public entity crime (as defined in section 287.133(1)(g), F.S.). This includes disclosing the names of current employees who were convicted of public entity crimes while employed by another company.
- f. Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or in a position involving the administration of federal funds:
 - Is presently indicted or, within the preceding three years, has been convicted or found guilty of, or found civilly liable for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or
 - Has, within three years preceding this certification, had one or more federal, state, or local government contracts terminated for cause or default.
- g. The products and services offered by the Respondent conform to the specifications contained herein without exception.
- h. The Respondent has read and understands the terms and conditions listed in the Draft Contract, and the submission is made in conformance with those terms and conditions.
- i. If an award is made to the Respondent, the Respondent agrees that it will execute the Draft Contract.
- j. The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the Reply, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act, or other

conduct inconsistent with any of the statements and representations made in the Reply.

- k. The Respondent shall indemnify, defend, and hold harmless the Department, Customer, and their employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its Reply.
- l. All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Department in awarding the Contract. Any misstatement may be treated as fraudulent concealment from the Department and Customers of the true facts relating to the submission of the Reply. A misrepresentation may be punishable under the law.

The Department reserves the right to deem the Respondent non-responsive or non-responsible based on any information provided in, or omitted from, the Respondent's Reply related to the certifications of this section.

14. Firm Response

The Department may enter into negotiations within sixty (60) days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn.

15. Clarifying Information

The Department may request, and Respondent shall provide, clarifying information or documentation. Failure to provide the requested information or documentation may result in the Reply being deemed non-responsive.

19. Public Records

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 Reply to the solicitation and must only exclude or redact those exact portions that 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 Reply, the Department is authorized to produce the entire 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.

20. Protests

Under Section 120.57(3)(b), F.S., “[a]ny person who is adversely affected by the agency decision or intended decision shall file with the agency a notice of protest in writing within 72 hours after the posting of the notice of decision or intended decision. With respect to a protest of the terms, conditions, and specifications contained in a solicitation, including any provisions governing the methods for ranking bids, proposals, or replies, awarding contracts, reserving rights of further negotiation, or modifying or amending any contract, the notice of protest shall be filed in writing within 72 hours after the posting of the solicitation.. The formal written protest shall be filed within 10 days after the date the notice of protest is filed. Failure to file a notice of protest or failure to file a formal written protest shall constitute a waiver of proceedings under this chapter. The formal written protest shall state with particularity the facts and law upon which the protest is based. Saturdays, Sundays, and state holidays shall be excluded in the computation of the 72-hour time periods provided by this paragraph.”

Filings may be made in person at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, or by email to CO-GCAgencyClerk@fdc.myflorida.com. Protests must be made in compliance with Rules 28-110.003, 28-110.004, and 28-110.005, F.A.C. Filings received after the business hours of Monday – Friday from 8:00 a.m. to 5:00 p.m. ET 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.

3.3 MyFloridaMarketPlace (MFMP) Registration

All Contractors doing business with the State, as defined in Section 287.012, F.S., must register in the MFMP Vendor Information Portal (VIP) system unless exempted under Rule 60A-1.033, Florida Administrative Code (F.A.C.). State agencies shall not agree to purchase commodities or contractual services with any Vendor not registered in MFMP unless exempted by rule. A Vendor not currently registered in MFMP shall register within 5 days of the ITN award. Vendors may complete their MFMP registrations at: <http://vendor.myfloridamarketplace.com>. Vendors needing assistance regarding their MFMP registration may contact the MFMP Customer Service Desk at 1-866-352-3776 or vendorhelp@myfloridamarketplace.com.

The State of Florida, through the Department of Management Services, has instituted MyFloridaMarketPlace, 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%) 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 result in the Vendor being suspended from doing business with the State of Florida.

3.4 Substitute W-9

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

SECTION 4. OTHER TERMS AND CONDITIONS

4.1 Retention of Records and Documentation

A. Public Records Law

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

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

6. The Vendor agrees to hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at the Vendor's expense.
7. The Contractor agrees to hold the Department harmless from any claim for damages, including reasonable attorneys' fees and costs, and from any fine or penalty imposed due to failure to comply with the public records law or improper disclosure of confidential information. Further, the Vendor promises to defend the Department against the same at the Contractor's expense.
8. **If the Vendor has questions regarding the application of Chapter 119, Florida Statutes, to the Vendor's duty to provide public records relating to the Contract, contact the custodian of public records at:**

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

Website:

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

B. Audit Requirements

1. The Vendor agrees to maintain books, records, and documents (including electronic storage media) in accordance with Generally Accepted Auditing Standards (GAAS).
2. The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract.
3. The Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in the Contract and CFO Memorandum #20 (2021-22), which is incorporated herein as if fully stated.

C. Record Retention

1. The Contractor shall retain all documents related to the goods or services provided under this ITN for five (5) years after the Contract ends unless State or federal law requires a longer retention period.
2. The Contractor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic

storage media) pertaining to the 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 records and documentation as required by the Department and the terms of the Contract. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than two (2) Business Days upon request, if stored at a different site location than the address listed on 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.

3. The Contractor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 days if and when the records are moved to a new location.

4.2 Travel Expenses

The Department shall not be responsible for the payment of any travel expenses incurred by the Vendor(s) or Contractor due to this ITN or Contract, unless otherwise expressly indicated.

4.3 Section 957.04, F.S.

The selected Vendor shall comply with all applicable requirements of Section 957.04, F.S., and the contract.

4.4 Independent Contractor Status

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

4.5 Joint Venture Requirements

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.

4.6 Assignment

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

4.7 Use of Funds for Lobbying Prohibited

The Vendor 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 interests of the State and the health, safety, and welfare of the Department's inmates, and of the general public, which is served by the Department, either directly or indirectly, through these services.

4.9 Subcontracts

The Contractor is fully responsible for all work performed under the resulting Contract. The Contractor may, upon receiving written consent from the Contract Manager, use service providers and/or enter into written Subcontract(s) for the performance of certain functions under the Contract. No Subcontract, which the Contractor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Contractor of any responsibility for the performance of its duties. The Contractor shall make payments to Subcontractors. If a Subcontractor is utilized by the Contractor, the Contractor shall pay the Subcontractor within seven (7) Business Days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. The Department shall not be liable to any subcontractor for any expenses or liabilities incurred under any Subcontract. The Contractor shall be solely liable to the Subcontractor for all expenses and liabilities under the Contract. The Contractor's failure, without reasonable cause, to pay 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 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 subcontractors shall comply with Contract requirements to the same extent as the Contractor, including requirements regarding security measures.

Also, all subcontracts shall comply with the Department's 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.

4.10 Safety Standards

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

4.11 Americans with Disabilities Act

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

4.12 Health Insurance Portability and Accountability Act

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

4.13 Non-Discrimination

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

4.14 Confidentiality

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

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

4.15 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of commodities and materials with recycled content, in accordance with the intent of Section 403.7065, F.S. The Vendor shall also provide, if applicable, a plan for reducing or handling hazardous waste generated by the Vendor's company, referencing Rule 62-730.160, F.A.C. The Florida Department of Environmental Protection (DEP) requires any generator of hazardous waste materials exceeding certain thresholds to have a valid and current hazardous waste generator identification number. This identification number shall

be submitted as part of the Vendor's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.16 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 a 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 material.

4.17 Insurance

The Contractor agrees to provide adequate, comprehensive insurance coverage and to maintain such insurance throughout the existence of the 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 the Contract. At a minimum, such insurance shall include workers' compensation (if the Contractor employs workers) and employer's liability coverage, per

Florida statutory limits; commercial general liability coverage; and automobile liability insurance covering all vehicles used in the course of Contract performance. The Department must be included as an additional named insured on the Contractor's Commercial General Liability and Automobile insurance policies related to the Contract. The Contractor may be required to furnish the Department with written verification of such insurance coverage upon request. A self-insurance program established and operating under the laws of the State may be provided as coverage. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a State agency or subdivision as defined in Section 768.28, F.S., the Contractor shall furnish the Department, upon request, written verification of liability protection under 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.

4.18 Prison Rape Elimination Act (PREA)

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

4.19 Indemnification

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

4.20 Legislative Appropriation

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

4.21 How to Access the Sourcing Event in MyFloridaMarketPlace

4.21.1 VIP and Business Network Registration Requirements

A Vendor must be registered in the MyFloridaMarketPlace (MFMP) Vendor Information Portal (VIP) to submit its intent to participate in this solicitation from the Advertisements Dashboard in VIP. A Vendor must also be registered in the Business Network (formerly known as Ariba Network) to submit questions and respond to this solicitation event.

To participate in this solicitation, a Vendor must:

- a) Create an account through VIP at <https://vendor.myfloridamarketplace.com> if not already registered. For information on how to register in VIP, access MFMP training materials using the link in the MFMP Training section below.
- b) Once registered in VIP and logged into your company's VIP account, search for this solicitation from the Advertisements Dashboard and click "Intends to Participate".

- c) The Vendor's solicitation contact, as listed in the Vendor's VIP account, will receive an invitation to participate in the solicitation via email. This email will give the option to register the Vendor's company on the Business Network or to log into the Business Network using the Vendor's credentials if the Vendor already has a Business Network account.

If a Vendor is **NOT** registered in the Business Network, the Vendor must:

- a) Register in the Business Network using the provided link received after selecting "Intends to Participate" in VIP. The Vendor must follow the registration wizard to fill in all required sections, read, and agree to the MFMP terms of use by checking the box, and click "Register" to complete the registration process.
 - 1) The Vendor's contact will receive an email from the Business Network confirming the registration of the Vendor's account. To activate the Vendor's account, select the "Click here to activate your Ariba account" link. This will direct the Vendor to the Business Network welcome page.

If a Vendor is registered in the Business Network and has selected that it intends to participate in this solicitation:

- a) Log in using the login credentials to gain access to the Business Network home page.
- b) To navigate to different tools, select the "Business Network" drop-down menu at the top left-hand corner of the screen. To access sourcing (solicitation) events, select "Ariba Proposals & Questionnaires" and review the "Events" list.
- c) Review the "Events" list for the title of this solicitation's sourcing event.
 - 1) The sourcing event will either be displayed in the "Open" or "Preview" status.

A sourcing event can appear in various statuses based on where the solicitation is in the procurement process. The possible statuses are defined below:

- Completed - The sourcing event is no longer receiving submissions for the solicitation, and an agency decision has been posted on VIP
 - Open – The sourcing event is currently open for viewing, and registered Vendors may respond to the solicitation
 - Pending Selection – The sourcing event is no longer receiving submissions for the solicitation, but an agency decision has not yet been posted on the VIP
 - Preview – The sourcing event has not yet been opened to receive responses, but registered Vendors can view the details of the solicitation
- d) Click the sourcing event title to review the details of the event.

- e) On the Event Details page, there is a “Checklist” of steps that must be completed before a Vendor can respond to this solicitation, including accepting Ariba Network’s Respondent’s Agreement.

For more information on reviewing and submitting a response, access MFMP training materials using the link in the MFMP Training section below.

ALL VENDORS MUST SELECT ‘INTENDS TO PARTICIPATE’ IN VIP AND SUBMIT THEIR RESPONSE AND ALL REQUIRED DOCUMENTS IN THE BUSINESS NETWORK BY THE TIME AND DATE LISTED IN THE TIMELINE OF EVENTS IN ORDER TO PARTICIPATE IN THIS SOLICITATION.

NOTE: Changes made in VIP, including new registrations, may take up to 48 hours to take effect.

4.21.2 Respondents who fail to submit all required information may be deemed non-responsive. Replies should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent’s capabilities to satisfy the requirements of this solicitation. The emphasis of the Reply should be on completeness and content clarity.

4.22 Respondent Mandatory Responsiveness Requirements

Respondents must provide the documentation listed below (or, for the site visit, fulfill the requirements). **A Respondent will be deemed nonresponsive if it fails to provide/fulfill any of the following:**

4.22.1 **Attachment J – Confidentiality and Non-Disclosure Agreement** – The Respondent must submit this by the due date and time listed in Section 1.5, Timeline of Events. **(due prior to Reply due date)**

4.22.2 **Mandatory Site Visit and List of Attendees** – The Respondent must attend the mandatory site visit and submit the list of attendees with the required information, in accordance with Section 2.4, Site Visit. **(due prior to Reply due date)**

4.22.3 **Form 6 – Mandatory Responsiveness Requirements** – The Respondent must submit a completed **Form 6 – Mandatory Responsiveness Requirements**, through execution of which the Respondent certifies to the statements therein. **(submitted with Reply)**

4.22.4 **Form 7 – Pass/Fail Requirement Certification and Non-Collusion Certificate** - The Respondent must submit a completed **Form 7 – Pass/Fail Requirement Certification and Non-Collusion Certificate**, through execution of which the Respondent certifies to the statements therein. **(submitted with Reply)**

4.22.5 **Form 4 – Business Experience** – The Respondent must have a minimum of ten (10) years’ experience providing the same or similar services as those described in this solicitation, demonstrated by a submitted **Form 4, Business Experience**. The Respondent may submit **Form 4** as many times as necessary to demonstrate the ten (10) years of experience. **(submitted with Reply)**

4.22.6 **Form 12 – Reply Bond** – The Vendor must submit a Reply bond or check in the amount of five (5) percent of the total proposal price for one (1) year. The bond

insures against the Vendor's withdrawal from the competitive solicitation process after submitting the Reply. **(submitted with Reply)**

- 4.22.7 **Attachment C – Price Sheet** – The Respondent must submit **Attachment C – Price Sheet Per Diem**, in accordance with Section 4.27, Price Sheet Instructions. **(submitted with Reply).**

4.23 Financial Stability

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:

- 4.23.1 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.
- 4.23.2 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.
- 4.23.3 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.
- 4.23.4 **Reply Bond**
Each Vendor is required to submit, with its response, a Certified Check, Cashier's Check, or Reply Bond for five (5) percent of its total proposal price for one (1) year. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Form 12. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State. Provided Reply Bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision canceling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the Successful Vendor or upon cancellation of the solicitation. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any request for withdrawal of a submitted Reply, requested after five (5) Business Days, will be subject to the provisions of this Section.

4.23.5 Performance Bond

Within a performance guarantee of \$8 million, the form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. No payments shall be made to the Vendor until the guarantee is in place and approved in writing by the Department. Upon renewal of the Contract, the Vendor shall provide proof that its performance guarantee has been renewed for the renewal term.

Based upon the Vendor's performance after the initial year of the Contract, the Department may, at its sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining Contract term, including the renewal.

4.24 Contents of Reply

This section prescribes the format in which the Replies shall be submitted. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant Tab. **Additional Tabs beyond those designated in this section will not be evaluated.**

Replies should be limited to a page size of 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 Reply. All pages should be sequentially numbered. It is recognized that existing financial reports, documents, or brochures may not comply with the prescribed format and will be acceptable in their current form, with no need to be reformatted.

All Replies should contain the contents 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 the "Tabbed" section during the evaluation process.

Replies shall be organized in Tabs as directed below. Vendors shall complete each Tab in its entirety to be considered responsive. Material Deviations cannot be waived and shall be the basis for rejection of a Reply. A Minor Irregularity may not result in a rejection of a Reply.

The Respondent's entire Reply shall be based upon up to 1,948 contracted inmates for South Bay Correctional Facility.

The Respondent should organize its Reply as follows:

Tab A: A cover letter on the Respondent's letterhead with the following information:

- a. Company name and physical address,
- b. Contact information for the primary point of contact,
- c. Federal Employer Identification (FEIN) Number, and
- d. Financial Stability

Tab B: Completed FORMS and Value-Added Services Plan:

FORM 1 – CONTACT INFORMATION

FORM 2 – NOTICE OF CONFLICT OF INTEREST

FORM 3 – STATEMENT OF NO INVOLVEMENT

FORM 4 – BUSINESS EXPERIENCE (Multiple Form 4s may be submitted)

FORM 5 – SUBCONTRACTING
FORM 6 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 7 – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION
FORM 8 - FOREIGN COUNTRY OF CONCERN ATTESTATION (PUR 1355)
FORM 9 – VENDOR CERTIFICATION FORM (PUR 7801)
FORM 10 – PUR 2024 (PART A & B)
FORM 11 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM (if applicable)
FORM 12 – REPLY BOND FORM

Value-Added Services Description:

Respondent should provide the POIIWTF program services (as described in Section 5.5 of **Attachment A** – Draft Contract) that it can offer to the Department. These value-added services will not be scored during the evaluation of the Replies. The Award of a Contract does not guarantee that the Department will elect to use these value-added services, though it reserves the right to do so. These services, if elected, are paid only on a cost-reimbursement basis and are the only services paid for separately from the per diem.

Tab C: Technical Reply:

Please provide the following information in the Reply, which will be evaluated against the criteria listed in the ‘Selection Methodology’ section.

- a. Narrative on Experience and Ability
 (limited to ten (10) pages; if more than ten (10) pages are submitted, evaluators will only be provided with the first ten (10) pages submitted)

Respondent should provide a narrative on its relevant experience and ability to provide the services requested.

- b. Organizational Chart and Staffing Pattern.
 Respondent should provide the proposed:
1. Organizational chart,
 2. Staffing pattern (will become an exhibit to the Contract),
 3. Post chart, and
 4. Position descriptions, job codes, and salaries (will become an exhibit to the Contract).

Respondent should note the requirements of the Florida Department of Corrections procedure 602.030, Security Staff Utilization (restricted/confidential), which can be found in **Attachment D** - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, and is available pursuant to Section 2.3 of this ITN.

Respondent should include in this section a description of the qualifications, experience, functions, and reporting relationships of key people directly responsible for the Contract and for account support services personnel being proposed to carry out the terms of the Contract.

- c. Proposed Technical Solution
(limited to three hundred (300) pages; if more than three hundred (300) pages are submitted, evaluators will only be provided with the first (1st) three hundred (300) pages submitted).

Respondent should provide a full description of Respondent's plan for carrying out the services requested in the solicitation, including the following:

1. Operational Plan. An Operational Plan that addresses how Respondent plans to provide all services related to the general operation of the Facility in accordance with **Attachment A** - Draft Contract, **Attachment D** - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, Florida Statutes, and the Florida Administrative Code.

Respondents should note Section 12.1, Operational Plan Requirements, of **Attachment A** – Draft Contract, regarding the elements that this plan should cover.

Attachment F – Florida Department of Corrections Menu is attached for the Respondents' review and information only.

2. Security Operations Plan. A Security Operations Plan that addresses how Respondent plans to provide all security operations for the Facility in accordance with **Attachment A** – Draft Contract, **Attachment D** – Florida Department of Corrections Policies and Procedures and Health Service Bulletins, Florida Statutes, and the Florida Administrative Code.
3. Health Services Plan. A Health Services Plan that addresses how Respondent plans to provide all necessary healthcare services for the population of the Facility in accordance with **Attachment A** – Draft Contract, **Attachment D** – Florida Department of Corrections Policies and Procedures, Health Service Bulletins, Florida Statutes, and the Florida Administrative Code.

Attachment G – Florida Department of Corrections Alphabetical State Drug Formulary, April 2020, is attached for the Respondent's review and information only.

4. Inmate Programmatic Services Plan. An Inmate Programmatic Services Plan that addresses how Respondent plans to provide all services related to all programs Respondent will provide at the Facility, in accordance with **Attachment D** – Florida Department of Corrections Policies and Procedures and Health Service Bulletins, applicable Department of Education rules, applicable Department of Children and Families rules, Florida Statutes, and the Florida Administrative Code.

Respondent's plan should clearly identify all programs Respondent will provide at the Facility and outline all services required to provide such programs effectively.

This plan should also be in accordance with **Attachment A** – Draft Contract, Section 5.37, Inmate Programmatic Services, and utilize the percentages detailed in **Attachment A** – Draft Contract, Section 5.38.1. At a minimum, this Plan addresses the following program areas:

- a) Education / academic programs;
- b) Behavioral programs;
- c) Vocational programs; and
- d) Substance abuse programs.

Respondents should include a list and a complete description of the curriculum, along with citations to academic journals substantiating the programs' effectiveness in reducing recidivism. Respondents should further demonstrate how the plan supports the transition and reintegration of inmates back into the community, including work-readiness. The awarded Respondent's Inmate Programmatic Service Plan will become an exhibit to the Contract.

Attachment H – Current Facility Program Plan, and the Draft Contract's **Exhibit K** – Quarterly Performance Measures and Deliverables, are attached for the Respondent's review and information only. **Attachment H** identifies programs funded by the management payment or those funded by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). Programs required by **Attachment A** – Draft Contract section 5.37.1 Inmate Programmatic Services, will be paid from the management payment, not POIIWTF.

Note: Respondents should **NOT** include any information in this section regarding the Enhanced In-Prison and Post-Release Recidivism Reduction Program as described in section 5.38.2.5.5 of **Attachment A** – Draft Contract, or the POIIWTF program services (as described in section 5.5 of **Attachment A** – Draft Contract). As stated above, that information is to be included in Tab 2.

5. Transition Plan. Respondent should provide a proposed transition plan that describes the Respondent's proposed approach to the assumption of services (including a draft timeline and a proposed approach to staff recruitment and training). The awarded Respondent will work cooperatively with the current contractor (if applicable) and FDC on a detailed transition plan upon service commencement. The Draft Contract's **Exhibit I**, FDC PMO Transition Plan Requirements, provides information regarding the deliverables related to the transition.

Tab D: Attachment C – Price Sheet:

The Respondent must complete **Attachment C** - Price Sheet, in accordance with the instructions in **Attachment C** - Price Sheet, and Section 4.27, Price Sheet Instructions, of this ITN. The Respondent may not add additional tabs to the

workbook. Failure to provide **Attachment C** - Price Sheet, with complete pricing information, will result in the Respondent being deemed non-responsive.

The pricing submitted by the Respondent shall meet or exceed the cost savings requirements in section 957.07, F.S.

Respondent's proposed pricing shall apply to the initial term and any renewal terms.

4.25 Redacted Submissions

The following subsection supplements Section 19 of the PUR 1001.

Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, all Replies are public records unless exempt by law. If the Respondent considers any portion of the material submitted in response to this solicitation to be confidential, proprietary, trade secret, or otherwise confidential under Florida or federal law, the Respondent is to mark the document as "Confidential" and simultaneously provide the Department with a separate, redacted copy of its Reply. For each portion of material redacted, the Respondent is to briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. On the cover of the redacted copy, the Respondent is to provide its name, and the Department's solicitation name and number shall be clearly titled "Redacted Copy." Only portions of material that the Respondent claims are confidential are to be redacted.

In accordance with section 119.0701, F.S., sealed Replies received by an agency pursuant to a competitive solicitation are exempt from public records requests until the Department provides notice of an intended decision or until thirty (30) days after opening the Replies, whichever is earlier. After that time, the Department will provide the redacted copy, if any, in response to a public records request.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the redacted copy to the requester. If a requester asserts a right to the confidential information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of the confidential information of the Respondent in a legal proceeding, the Department will give the Respondent prompt notice of the demand or request. It will be the Respondent's responsibility to take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Contractor fails to take appropriate and timely action to protect the materials it has designated as trade secret or otherwise confidential, the Department will produce the materials to the requester.

By submitting a Reply, the Respondent agrees to protect, defend, and indemnify the Department for all claims arising from or relating to the Respondent's determination that the redacted portions of its Reply are trade secrets or otherwise confidential. **If a Respondent fails to submit a redacted copy of the information it claims is confidential, the Department is authorized to produce the entire documents, data,**

or records submitted to the Department in response to a public records request for or demand for discovery or disclosure of these documents, data, or records.

4.26 Additional Information

By submitting a Reply, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, supporting information or documentation. Failure to provide the requested supporting information or documentation may result in the Reply being deemed non-responsive.

Respondents should not condition their replies. Any conditions placed on the Reply documents by the Respondent may result in the Reply being rejected as a non-responsive conditional Reply. **DO NOT WRITE IN CHANGES ON ANY SHEET. DO NOT RETYPE A DOCUMENT AND INCLUDE ANY AMENDED LANGUAGE.** The only recognized changes to the ITN prior to the Reply opening will be a written Addenda issued by the Department.

The Procurement Officer will review all submissions prior to submitting to the Evaluation Team for review. If any vendor fails to meet a mandatory response requirement, that Vendor's submission will be rejected and will not be evaluated.

4.27 Price Sheet Instructions

The Respondent must submit a completed **Attachment C** - Price Sheet.

4.27.1 The Respondent shall provide a price(s) in each highlighted or indicated cell of each Price Sheet submitted. **Failure to provide a price in a cell may result in the Respondent being deemed non-responsive.**

4.27.2 **Attachment E** highlights the maximum Per Diem on page six (6). To be considered responsive, Vendors may submit a Per Diem rate at or below the highlighted rate, but Vendors **cannot** exceed the highlighted rate.

4.27.3 The Blended Per Diem cell shaded in blue on **Attachment C** - Price Sheet, must meet or exceed the seven percent (7%) savings required by Chapter 957, F.S. (i.e., the price must not exceed the highlighted Per Diem established at the bottom of

page six (6) of **Attachment E** – Operating Per Diem Certification, of this ITN) to be considered responsive to this solicitation.

Note: In the event the Department receives a price sheet containing illegible pricing or a mathematical error(s), the Department reserves the right to seek clarification of the prices received and to receive corrected price sheet(s). In such instances, no material alterations of the original price sheet submitted shall be accepted.

4.28 Subcontracting

The awarded Respondent shall be fully responsible for all work performed under the Contract. If the awarded Respondent wishes to use subcontractors other than those properly identified and explicitly in the subcontracting form submitted with the Reply, the awarded Respondent must follow the approval process specified in the Contract.

SECTION 5. SELECTION METHODOLOGY

5.1 Evaluation Criteria

The Technical Reply is worth seventy percent (70%) of the overall score and is comprised of the following:

5.1.1. Experience and Ability – twenty-four percent (24%) (Section 5.2.1); and

5.1.2. Proposed Technical Solution – forty-six percent (46%) (Section 5.2.2):

5.1.2.1. Operations Plan (eleven percent (11%)),

5.1.2.2. Security Operations Plan (twelve percent (12%)),

5.1.2.3. Health Services Plan (ten percent (10%)),

5.1.2.4. Inmate Programmatic Services Plan (eight percent (8%)), and

5.1.2.5. Proposed Transition Plan (five percent (5%)).

The Price Reply (**Attachment C** - Price Sheet) is worth thirty percent (30%) of the overall score and will be calculated as specified in Section 5.2, Scoring of Technical Reply below.

5.2 Scoring of Technical Reply (70 points)

Evaluators will be provided with each Respondent's entire Technical Reply (i.e., Tab C and all **Form 4**(s)) to enable them to complete their evaluations.

For each Scorable Category of a Respondent's Technical Proposal, each evaluator will assign scores from one to ten (1-10), where one (1) is the lowest score and ten (10) is the highest score achievable. Only whole numbers will be used. The Respondent earning the highest average score for a given Scorable Category will be awarded the maximum amount of points for that Scorable Category. Each Respondent's score below the highest-scoring Respondent's score will receive proportional points.

Evaluators' scores will be used to determine the points for each Scorable Category for each Respondent based on the equations set forth below:

$$(E1+E2+E3) / 3 = \text{Average Score}$$

Where E1, E2, and E3 are the scores received from the three (3) evaluators for the Scorable Category

$$[(\text{Respondent's Average Score for the Scorable Category}) / (\text{Highest Average Score Received by Any Respondent for the Scorable Category})] \times (\text{Maximum Points Available for Scorable Category}) = \text{Respondent's Points for the Scorable Category}$$

For example, if there are only two (2) Respondents, and Respondent A has an average Experience and Ability total score of ten (10) and Respondent B has an average Experience and Ability total score of nine (9), Respondent A will receive twenty-four (24) points and Respondent B will receive twenty-one and six tenths (21.6) points, calculated as Respondent B's score divided by Respondent A's score multiplied by twenty-four (24). The Department will round the final score for each Scorable Category to two (2) decimal points.

Respondent B's score = (Respondent B's average score / Respondent A's average score) * Max Points.

For purposes of this Section 5.2, Scoring of Technical Reply, each of the following is considered a "Scorable Category": Experience and Ability; Operations Plan; Security Operations Plan; Health Services Plan; Inmate Programmatic Services Plan; and Proposed Transition Plan.

5.2.1 **Experience and Ability (24 points)**

Evaluation of the Respondent's experience and ability to provide services will be based on the information provided in **Tab C** of the Reply (which includes the Experience and Ability narrative and the Organizational Chart and Staffing Pattern) and the **Form 4(s)**.

In performing their evaluation, evaluators will consider how well the Respondent met the ITN requirements and how well the Respondent's Reply demonstrates:

- 1) the Respondent's experience in providing services similar to the services sought;
- 2) the qualifications of the key personnel proposed to provide the services sought and
- 3) the Respondent's ability to provide the services sought, as described in **Attachment A – Draft Contract**.

5.2.2 **Proposed Technical Solution (Total of 46 Points)**

Evaluation of the Respondent's proposed technical solution will be based on the information contained in **Tab C** of the Reply.

5.2.1.1. **Operational Plan (11 points total)**

Evaluators will consider how well the Respondent's proposed Operational Plan meets the requirements of the ITN and demonstrates the Respondent's ability to meet or exceed the requirements set forth in **Attachment A – Draft Contract**. In performing their evaluation, evaluators will consider how well the level of detail and the proposed Operational Plan effectively addresses the facility's daily operations, including inmate welfare services and a preventive maintenance plan that addresses ongoing maintenance needs.

5.2.1.2. **Security Operations Plan (12 points total)**

Evaluators will consider how well the Respondent's proposed Security Operations Plan meets the requirements of the ITN and demonstrates the Respondent's ability to meet or exceed the requirements set forth in **Attachment A – Draft Contract**. In performing their evaluation, evaluators will consider how well the level of detail and the proposed Security Operations Plan effectively address daily facility security operations, security staffing levels, and the overall security, control, custody, and supervision of inmates.

5.2.1.3. **Health Services Plan (10 points total)**

Evaluators will consider how well the Respondent's proposed Health Services Plan meets the requirements of the ITN and demonstrates the Respondent's ability to meet or exceed the requirements set forth in

Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and the proposed Health Services Plan effectively address daily inmate health services, how the plan utilizes preventive medicine, and the overall quality and sufficiency of the Health Services Plan's detail.

5.2.1.4. Inmate Programmatic Services Plan (8 points total)

Evaluators will consider how well the Respondent's proposed Inmate Programmatic Services Plan meets the requirements of the ITN and demonstrates the Respondent's ability to meet or exceed the requirements set forth in **Attachment A** – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Programmatic Services Plan effectively addresses substance abuse treatment programming, academic/educational programming, vocational programming, behavioral health programming, and transition programming.

5.2.1.5. Proposed Transition Plan (5 points total)

Evaluators will consider how well the Respondent's Proposed Transition Plan meets the requirements of the ITN and demonstrates the Respondent's ability to meet or exceed the requirements set forth in **Attachment A** – Draft Contract. In performing their evaluation, evaluators will consider how well the Proposed Transition Plan, including the draft timeline, demonstrates the Respondent's ability to meet the Department's requirement for service commencement by **August 1, 2026**.

5.3 Scoring of Price Reply (30 points)

The Price Reply will count as thirty percent (30%) of the overall score and will be calculated based on **Attachment C** - Price Sheet, with a maximum score of thirty (30) points.

Each Price Reply will earn a single score based on the total Blended Per Diem in **Attachment C** - Price Sheet. Scoring will be determined by comparing all Blended Per Diem submitted by responsive Respondents. The Respondent with the lowest Blended Per Diem in **Attachment C** – Price Sheet will receive thirty (30) points. Each Respondent's Blended Per Diem that is higher than the lowest Blended Per Diem will receive proportional points. The Department will round each Respondent's score to two (2) decimal points.

For example, if there are only two (2) Respondents, and Respondent A has a Blended Per Diem of **\$35.00** and Respondent B has a Blended Per Diem of **\$40.00**, Respondent A will receive thirty (30) points and Respondent B will receive twenty-six and one-quarter (26.25) points (calculated as Respondent A's Blended Per Diem divided by Respondent B's Blended Per Diem multiplied by thirty (30) points). The Financial Reply will be scored by the Procurement Officer.

5.4 Reply Evaluation and Negotiation Process

As to the ITN process, Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Vendors with which the agency may negotiate in order to receive the best value.

4. The agency shall evaluate Replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of Replies reasonably susceptible of award. The agency may select one or more Vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the Responsible Vendor that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the Evaluation Criteria specified above, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank Vendor Replies and, at the Department's sole discretion, proceed to negotiate with Vendors.

5.5 Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all Responsible Vendors submitting a Responsive Reply, consecutively or concurrently, to determine the best value for recommendation of award. The Vendor shall act in good faith during all negotiations and in the performance of all Contract provisions.

During the Negotiation Phase, the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiation sessions with any or all Responsive Vendors.
2. Require any or all Responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Vendors to address services, prices, or conditions offered by any other Vendor.
5. Pursue a Contract with one (1) or more Responsible Vendor(s) with Responsive Replies for the services sought in this ITN and any addenda thereto, and request additional, revised, or final BAFOs.
6. Pursue the division of Contracts between Responsible Vendor(s) with Responsive Replies by type of service, or geographic area, or both.
7. Arrive at an agreement with any Responsible Vendor with a Responsive Reply, finalize principal Contract terms with such Vendor, and terminate negotiations with any or all other Vendors.
8. Decline to conduct further negotiations with any Vendor.
9. Re-open negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.

11. Review and rely on relevant information contained in the Replies received from any Vendor.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate simultaneously or separately with competing Vendors.
15. Accept portions of a competing Vendor's Reply and merge such portions into one (1) proposal, including contracting with the entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the Negotiation Team.
17. Visit a site where the Vendor is currently providing goods or services, with or without inviting the Vendor to participate.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the Responsive Vendor or Vendors affected, and whether to provide concurrent public notice of such decision(s).

Before the award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for the proper evaluation of Replies. Vendors that proceed to negotiations will be required to make a presentation/demonstration, and may be required to provide additional references, an opportunity for a Site Visit, etc. The Department reserves the right to require attendance by particular representatives of the Vendor. Any written summary of presentations or demonstrations provided by the Vendor shall include a list of persons attending on behalf of the Vendor, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Vendor's Reply. Failure to provide the requested information may result in rejection of the Reply.

As part of the negotiation process, the Department will review the Vendor's Business Experience and assess the extent of success of the projects associated with those references provided. The Department also reserves the right to contact references provided by the Vendor or not provided by the Vendor. Vendors may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Vendor.

The focus of the negotiations will be on achieving a solution that provides the best value to the State, based on the Selection Criteria, and that satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to, the following:

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to provide the services;

3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of the proposed staff relative to the solution approach and offering;
6. How the Vendor's approach satisfies the goals identified herein; and
7. The value of the Vendor's proposed pricing and any submitted Value-Added Services.

The Negotiation Phase will also include the negotiation of Contract terms and conditions in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply, a Vendor agrees to be bound to the Terms and Conditions contained herein. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms, requirements, compensation models, pricing, and conditions if the Department determines that they provide the best value to the State.

5.6 Final Recommendation of Award

During the Negotiation Phase, the Department will issue a written Request for Best and Final Offer(s) (RBAFO) to one 1 or more of the Vendors with which negotiations were held. At a minimum, based upon the negotiation process, each Best and Final Offer (BAFO) submitted in response to the RBAFO must contain:

1. A revised and detailed description of the Vendor's solution;
2. All negotiated terms and conditions; and
3. A final Cost Reply.

Each BAFO will be submitted to the Department for the Negotiation Team's review. The Negotiation Team will meet in a public meeting to determine which Vendor's offering constitutes the best value to the State based upon the Selection Criteria. The Department's Negotiation Team will then develop a recommendation for an award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendor's BAFO but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation Phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will provide the Secretary with the Negotiation Team's award recommendation for final award approval.

The Department does not typically reopen negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interest of the State, including requesting revisions and clarifications to a Vendor's BAFO.

5.7 Basis of Award

The Secretary will award the ITN to the Vendor providing the best value to the State, based on the Selection Criteria, taking into consideration the award recommended by

the Negotiation Team. In so doing, the Secretary is not required to score the Vendors' BAFOs or Replies, but will base his decision on the Selection Criteria set forth above in Section 5.5.

5.8 Equal Replies

In the event the Department receives equal Replies eligible for award, the Department will comply with the following sections, as applicable: 295.187(4)(b), 287.057(11), 295.187(4)(a), 287.087, 287.082, and 287.092, F.S. In order to clarify the Respondent's status with regard to the applicable statutory preference requirements, the Department may request information from Respondents with an equal eligible Reply. A Respondent will not be permitted to amend or supplement its Reply in response to such a request for clarification.

5.9 Reply Disqualification

Replies that do not meet all requirements, specifications, terms, and conditions of the solicitation or failure to provide all required information, documents, or materials may be rejected as non-responsive. Replies that contain provisions that are contrary to the requirements of the solicitation are not permitted. If the Replies include provisions or conditions that are inconsistent with the primary goals of the solicitation, the Department will ignore them. A Respondent whose Reply, past performance, or current status does not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Replies meet the requirements of this solicitation and which Respondents are responsive and responsible.

5.10 Department Rights

The Department reserves the right to:

5.10.1 Select one (1) Respondent for the services encompassed by this solicitation;

5.10.2 Award a contract for less than all services encompassed by this solicitation;

5.10.3 Withdraw or cancel the procurement and make no award; and

5.10.4 Award the Contract to the Respondent with the next highest score in the event the Department is unable to execute a contract with the initially or previously awarded Respondent.