

FLORIDA DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSAL
 CONTRACTUAL SERVICES

Page <u>1</u> of <u>62</u> pages	Kelly S. Wright, CPPB Procurement Manager Department of Corrections Bureau of Procurement and Supply Telephone: (850) 717-3679 Fax: (850) 488-7189	<i>Mailing Address:</i> 501 South Calhoun Street Tallahassee, FL 32399-2500 <i>Physical Address:</i> 4070 Esplanade Way Tallahassee, FL 32311
AGENCY MAILING DATE: <u>October 18, 2011</u>		

SOLICITATION TITLE: ONLINE CAREER EDUCATION FOR INMATES	SOLICITATION NO: 11-DC-8313
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PROPOSALS WILL BE OPENED: November 15, 2011 @ 2:00 p.m., Eastern Time
 and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:	<hr style="border: 0; border-top: 1px solid black;"/> *AUTHORIZED SIGNATURE (MANUAL)
PROPOSER MAILING ADDRESS:	
CITY – STATE – ZIP:	
PHONE NUMBER:	
FREE NUMBER:	
FAX NUMBER:	
EMAIL ADDRESS:	<hr style="border: 0; border-top: 1px solid black;"/> *AUTHORIZED SIGNATURE (TYPED), TITLE
FEID NO.:	

I certify that this Proposal is made without prior understanding, agreement, or connection with any corporation, firm, or person submitting a proposal for the same services (including equipment and supplies), and is in all respects fair and without collusion or fraud. I agree to abide by all conditions of this RFP and certify that I am authorized to sign this Proposal Submittal for the Proposer/Contractor and that the Proposal is in compliance with all requirements of the Request for Proposal, including but not limited to, certification requirements and mandatory attestations. In submitting a Proposal to an agency for the State of Florida, the Proposer offers and agrees that if the Proposal is accepted, the Proposer will convey, sell, assign or transfer to the State of Florida all rights, title and interest in and to all causes of action it may now or hereafter acquire under the Anti-trust laws of the United States and the State of Florida for price fixing relating to the particular services purchased or acquired by the State of Florida. At the State's discretion, such assignment shall be made and become effective at the time the Department tenders final payment to the Proposer/Contractor.

NO BID SUBMITTED: Please provide reason for "No Bid" in this Space

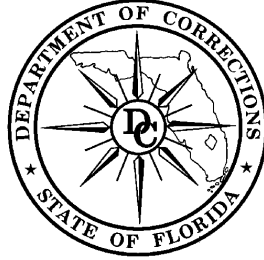
PROPOSER CONTACTS: Please provide the name, title, address, telephone number and e-mail address of the official contact and an alternate, if available. These individuals shall be available to be contacted by telephone regarding the solicitation.

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

*The State of Florida's general contract conditions, Form PUR 1000 (10/06), and the General Instructions to Proposers, Form PUR 1001 (10/06), as required by Rule 60A, F.A.C. are each hereby incorporated by reference. These conditions, forms and instructions are available on the internet at <http://dms.myflorida.com/purchasing>. Any terms and conditions set forth within this document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000 and Form PUR 1001.

State of Florida

Department of Corrections



REQUEST FOR PROPOSAL (RFP)

FOR

ONLINE CAREER EDUCATION FOR INMATES

RFP #11-DC-8313

DMS CLASS & GROUP

924-170, 924-810, 973-290, 973-890, 973-900

RELEASED ON

October 18, 2011

BY THE

DEPARTMENT OF CORRECTIONS

BUREAU OF PROCUREMENT AND SUPPLY

501 SOUTH CALHOUN STREET

TALLAHASSEE, FLORIDA 32399-2500

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SECTION 1 - DEFINITIONS

The following terms used in this Request for Proposal (“RFP”), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 Breach of Contract:** The condition of the relationship between the Department and the Contractor that exists when the Contractor fails to perform under the terms and conditions of the Contract that may result from this RFP.
- 1.2 Contract Compliance Monitoring:** An in-depth comprehensive program evaluation conducted a minimum of once per year by the Department’s Contract Manager or designee to document the Contractor’s compliance with the terms of the Contract and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Contract Manager or designee, in accordance with Department procedure, with adequately functioning programs being monitored less frequently.
- 1.3 Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- 1.4 Contractor:** The organizational entity serving as the primary Contractor with whom a contract will be executed. The term Contractor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor.
- 1.5 Corrective Action Plan (CAP):** A Contractor’s comprehensive written response to any deficiencies discovered in the course of contract monitoring, and plan for remediation of those deficiencies.
- 1.6 Department or DC:** The State of Florida, Department of Corrections, referred to in this RFP document as “the Department.”
- 1.7 Desirable Conditions:** The use of the words “should” or “may” in this RFP indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a proposal.
- 1.8 Exceptional Student:** Refers to an inmate under twenty-two (22) years of age who has a previous special education history; has yet to obtain his/her standard high school diploma; needs special education and related services to benefit from participation in an educational assignment; and, consents to receive special education service.
- 1.9 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the proposal against pre-determined established evaluation criteria to determine scores and final ranking of qualified Proposers.
- 1.10 High School Diploma:** As used herein, refers to a standard high school diploma issued by an AdvancED/Southern Association of College and Schools (SACS) accredited online school district or a general educational development (GED) diploma issued by the State of Florida or any other entity authorized to award GEDs by the GED Testing Service of the American Council on Education.
- 1.11 HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.

- 1.12 Local Contract Coordinator:** The local program manager or correctional services administrator to whom specified operational tasks related to the daily operations of Department-contracted and Department-operated programs may be delegated.
- 1.13 Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a response. Any response rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.14 Material Deviations:** The Department has established certain requirements with respect to proposals to be submitted by Proposers. The use of *shall*, *must* or *will* (except to indicate simple futurity) in this RFP indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this RFP's requirements, provides an advantage to one Proposer over other Proposers, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a response. Because this is an RFP, the Department will apply this definition liberally in reviewing responses in regard to service delivery.
- 1.15 Minor Irregularity:** A variation from the RFP terms and conditions which does not affect the price proposed or give the Proposer an advantage or benefit not enjoyed by the other Proposers or does not adversely impact the interests of the Department.
- 1.16 Quality Assurance:** Evaluation of project performance on a regular basis to ensure that the project will satisfy the established quality standards.
- 1.17 Responsible Vendor:** A vendor who has the capability in all respects to fully perform the Contract requirements and the integrity and reliability that will assure good faith performance.
- 1.18 Responsive Proposal:** A proposal, submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- 1.19 Student:** An inmate enrolled in an educational program.
- 1.20 Subcontract:** An agreement entered into by the Contractor with any other person or organization that agrees to perform any performance obligation for the Contractor specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this RFP.
- 1.21 Successful Proposer/Contractor:** The entity that will be performing as the Contractor under any contract resulting from this RFP.
- 1.22 Transition Plan/Individualized Education Plan (TP/IEP):** A written statement prepared by the Department for each exceptional student that outlines the goals and objectives that are to be implemented to assist him/her to obtain an education in the least restriction environment.
- 1.23 Vendor, Offeror, Proposer or Contractor:** A legally qualified corporation, partnership or other entity submitting a response to the Department pursuant to this RFP that will be performing as the Contractor under any resultant contract.

SECTION 2 – INTRODUCTION

2.1 Background

The State of Florida, Department of Corrections, herein referred to as “Department”, has a current total inmate population of approximately 102,000 to date. These inmates are housed in both privately-operated and state-operated facilities throughout the State including correctional institutions, annexes, work camps, work release centers, road prisons, forestry camps, and treatment centers.

Of the 36,074 inmates released in FY 2009-10, 24,577 or 68% were identified as needing academic services. Seventy-one percent (71%) of the inmates recommended for academic education did not get enrolled. Expanding educational training programs would enable the Department to provide more inmates with training prior to their release.

The Department’s Office of Reentry, Bureau of Re-Entry Programs and Education is the programmatic office responsible for administrative oversight and support of the Online High School Course Work.

2.2 Overview

Pursuant to proviso language contained in the 2011-2012 General Appropriations Act, the Department is seeking to Contract for the provision of an online career education program to serve up to 400 inmates through an AdvancED/Southern Association of College and Schools (SACS) accredited online school district. The AdvancED/SACS accredited online school district provider shall provide career-based online high school diplomas designed to prepare adults for transition into the workplace.

2.3 Statement of Purpose

For the purpose of this RFP, the Department is requesting proposals from qualified, responsive and responsible vendors to provide a pilot program for an online career education program consisting of online high school course work to student inmates who have a tentative release date of three (3) years or less to help prepare them for their return to society, and to reduce recidivism while enhancing public safety and promoting post-release success. The online high school course work shall be provided to student inmates (herein referred to as “students”) housed at 1) Jefferson Correctional Institution, and 2) Lowell Correctional Institution’s Annex or Hillsborough Correctional Institution.

The Department is requesting bids from qualified vendors with at least three (3) years of business/corporate experience within the last five (5) years in the provision of educational instruction to students.

The Department will award one (1) contract for the provision of services as specified in Section 3, Scope of Service, of this Request for Proposal.

2.4 Term of Contract

It is anticipated that the initial term of any Contract resulting from this RFP shall be for a one (1) year period. At its sole discretion, the Department may renew the Contract for one (1) additional one (1) year period. The renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Contractor as determined by the Department and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Contractor no later than thirty (30) days prior to the Contract expiration date.

SECTION 3 SCOPE OF SERVICE

This section contains the Scope of Service that will be required in any contract that may be executed as a result of this RFP. By submitting a proposal, each proposer specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing “Contractor” contained within the Scope of Service below will be applicable to the proposer should he/she be deemed the successful proposer as defined in Section 1, Definitions.

For administrative purposes throughout this document, the Department is referring to a vendor, offeror or Proposer as “Contractor” and any contract to be issued as a result of this RFP as “the Contract” or “this Contract”. This does not mean or imply that any person or firm submitting a proposal to the RFP as a vendor, offeror or Proposer will ultimately be awarded a contract or otherwise become a Contractor as that term is commonly understood. By utilizing the term “Contractor” and “this Contract” or “the Contract” throughout this RFP, the Department will be able to more quickly and efficiently transfer terms and conditions from this RFP document into a Contract document.

All services to be performed by, or under the direction of the Contractor under any resultant contract, shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP and proposers shall be held responsible therefore.

3.1 General Description of Services

The Contractor shall establish a pilot online career education program to serve up to 400 inmates through an AdvancED/SACS accredited online school district that offers career-based online high school diplomas designed to prepare adults for transition into the workplace. Services shall include the provision of any printed instructional materials and educational supplies required to secure access to contracted course content as further delineated herein.

3.2 Rules, Regulations and Governance

- 3.2.1** The Contractor shall provide all services in accordance with all applicable federal and state laws, rules and regulations, including Chapter 1002, Part II, Chapter 1003, Part V, Sections 948.03 and 948.11, Florida Statutes and Title 20, United States Code, Section 1232g, Family Educational Rights and Privacy Act, and Chapter 22, Education of Individuals with Disabilities. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of this Contract. The Contractor and the Department shall work cooperatively to ensure service delivery is in complete compliance with all such rules and regulations.
- 3.2.2** The Contractor shall comply with all federal and state laws and rules governing students’ educational privacy rights.
- 3.2.3** The Contractor shall ensure that all Contractor’s staff providing services under this Contract complies with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 3.2.4** Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence.
- 3.2.5** The Contractor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy submitted to the Contract Manager or designee upon request.

- 3.2.6** The Contractor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.

3.3 Communications

- 3.3.1** Contract communications will be in three (3) forms: routine, informal and formal. For the purposes of this Contract, the following definitions shall apply:

Routine: All normal written communications generated by either party relating to service delivery. Routine communications must be acknowledged or answered within thirty (30) calendar days of receipt.

Informal: Special written communications deemed necessary based upon either contract compliance or quality of service issues. Must be acknowledged or responded to within fifteen (15) calendar days of receipt.

Formal: Same as informal but more limited in nature and usually reserved for significant issues such as Breach of Contract, failure to provide satisfactory performance, imposition of liquidated damages, or contract termination. Formal communications shall also include requests for changes in the scope of the Contract and billing adjustments. Must be acknowledged upon receipt and responded to within seven (7) calendar days of receipt.

The Contractor shall respond to all communications by facsimile, email, or hard copy mail.

The Contract Manager will utilize a date/numbering system for tracking formal communications.

- 3.3.2** The only personnel authorized to use formal contract communications are the Department's Contract Manager, Contract Administrator, Assistant Secretary, Office of Re-Entry, Director of Re-Entry, and the Contractor's CEO or Project Manager. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

- 3.3.3** In addition to the personnel named under Formal Contract Communications, personnel authorized to use Informal Contract Communications include any other persons so designated in writing by the parties.

- 3.3.4** In addition to the Contract communications noted in Section 3.3.1, if there is an urgent administrative problem the Department shall make contact with the Contractor and the Contractor shall orally respond to the Contract Manager or Contractor's designee, within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor and the Contractor shall orally respond to the Contract Manager within forty eight (48) hours. The Contractor or Contractor's designee at each institution shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request. The Contract Manager shall be copied on all such correspondence.

3.4 Accreditation Requirements

- 3.4.1** The Contractor shall be an AdvancED/SACS accredited online school district. The Contractor shall maintain accreditation throughout the term of the Contract, and shall provide proof of accreditation upon request of the Contract Manager.

3.5 Service Locations/Times

3.5.1 The Contractor shall provide services under the contract resulting from this RFP at 1) Jefferson Correctional Institution, and 2) Lowell Correctional Institution Annex or Hillsborough Correctional Institution. Following are the location addresses:

- 1) Jefferson Correctional Institution
1050 Big Joe Road
Monticello, Florida 32344-0430
- 2) Lowell Correctional Institution Annex
11120 NW Gainesville Road
Ocala, Florida 34482-1479

OR

Hillsborough Correctional Institution
11150 Highway 672
Riverview, Florida 33569-8402

3.5.2 The Contractor shall provide students access to online course content continuously from 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays, for the duration of the Contract.

3.5.3 The Department reserves the right to add or delete service locations. Any revision or update to service locations or service times shall be valid upon thirty (30) days written notice from the Contract Manager or Local Contract Coordinator.

3.6 Supplies

The Contractor shall be responsible for the provision of the following supplies:

- 3.6.1** All software and courseware to provide the required services under the contract resulting from this RFP;
- 3.6.2** Instructional materials as needed to provide the required services under the contract resulting from this RFP; and
- 3.6.2** Expendable supplies required for students' participation and completion of coursework.

3.7 Contractor Responsibilities

3.7.1 The Contractor shall be responsible for all costs associated with providing the technical support associated with setting up/installing the online career education program.

3.7.2 The Contractor shall be responsible for receiving signed authorization forms from prospective students to allow the Contractor to contact the appropriate educational authorities to:

- a. verify that prospective students do not already have standard high school diplomas (HSD); or
- b. determine and/or verify through receipt of certified transcripts the number of high school credits students have earned and/or how many credits students will need to receive a standard high school diploma.

The Contractor shall provide a copy of each signed authorization form to the Contract Manager and the Academic Teacher.

- 3.7.3** The Contractor shall not deny any inmate admission to the program on the basis of disability. The Contractor shall provide instructional support services, accommodations, modifications and/or interventions, including assistive technology devices or services, for exceptional students and students with disabilities that may be required for their participation and successful completion of coursework. For exceptional students, the Contractor shall abide by the exceptional student's current Transition Plan/Individualized Education Plan.
- 3.7.4** The Contractor shall issue an official transcript to every student upon successful completion of each high school credit course, and provide a copy to the Contract Manager and the supervising Academic Teacher at the institution.
- 3.7.5** The Contractor shall issue a standard high school diploma to every inmate who successfully completes the program in accordance with the AdvancED/SACS accreditation requirements, and shall provide a copy to the Contract Manager and the supervising Academic Teacher at the institution.

3.8 Technical Requirements

The Contractor shall adhere to all applicable procedures and standards of the Department's Office of Information Technology relating to the operation of educational programs for inmates.

- 3.8.1** The Contractor's courseware shall be compatible with Microsoft Internet Explorer Version 7.0 or higher running on Windows XP or higher.
- 3.8.2** The Contractor's courseware shall have administrator access control functions and audit capabilities. All access to the courseware shall be controlled by the administrators and all administrative activity must be logged.
- 3.8.3** The Contractor's courseware shall have user level access control for each student, including a user name or number and password.
- 3.8.4** The Contractor's courseware shall support instructor views of participating student's connection and provide an instructor option to disconnect students.
- 3.8.5** The Contractor shall identify and provide contact information for technical support staff that will be available from 8:00 a.m. through 5:00 p.m., Eastern Standard Time, Monday through Friday, excluding State holidays, to provide assistance/information relating to student use of the computer hardware and application software required to participate in courses.
- 3.8.6** The Contractor shall ensure that inmate access is at all times absolutely limited to the Contractor's educational site and the intended education program only.
- 3.8.7** The Contractor shall ensure all inmate activity in the education network is logged. This log shall include, but not be limited to, all specific inmate identities, inmate locations, inmate action dates and times, destinations accessed, system or education program commands or activities, and all resources accessed.
- 3.8.8** Upon request of the Department, the Contractor shall permit the Department to conduct on-site audits of the Contractor's education program and program network.

- 3.8.9** The Contractor shall provide the Department with the ability to audit and monitor all live inmate activity (network connection and education program related). This includes the ability to access all network resources, including those in the Contractor's host environment to confirm all necessary network controls are in force.
- 3.8.10** The Contractor shall keep and provide upon request all inmate records of the online career education program and network related activities for a minimum of five (5) years.
- 3.8.11** The Contractor shall acquire Department approval of internet destinations that are not provided by the Contractor before they are included for use in the online career education program.
- 3.8.12** The Contractor shall immediately notify the Department of any online education program or network failure, and the Contractor shall ensure that students do not have access of any kind to any computing or network resource beyond the approved online education site(s) should a failure occur.
- 3.8.13** The Contractor shall keep a complete record of any program or network failure, and shall provide the record to the Department upon request.
- 3.8.14** The Contractor shall acquire Department approval for any change to the online career education program.
- 3.8.15** The Contractor shall provide the Department with the means to terminate the online career education program sessions at any time.

3.9 Training

Within two (2) weeks of Contract execution, the Contractor shall provide one (1) face-to-face training to Department personnel at each service location. Training shall include instruction on the operation and use of the Contractor's Online Career Education Program.

3.10 Reporting Requirements

The Contractor shall submit the reports delineated below in an approved format to the Department's Contract Manager (or designee). The Department reserves the right to modify reporting requirements as necessary, upon thirty (30) days' written notification to the Contractor. Hard copies of the report shall be submitted. However, the Department also encourages the Contractor to submit copies of the required reports by e-mail, utilizing Microsoft Office Suite applications. All reports shall include the Contractor's name, Contract number, mailing address, email address, phone number, location of program and program title. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

3.10.1 Monthly Report – The Contractor shall submit a Monthly Report to the Department's Contract Manager (or designee) by the tenth (10th) day of the month for the previous month of service delivery. The Monthly Report shall delineate, by Correctional Institution and student, the following information for enrollments, high school credits earned, and high school diplomas earned:

- a. student name;
- b. student DC identification number;
- c. name of the credit course(s) in which student is enrolled;
- d. name of high school credit(s) student earned, and
- e. did the student earn a high school diploma.

The Monthly Report shall be submitted in a format approved by the Department's Contract Manager.

3.10.2 Final Report – The Contractor shall submit a final report to the Department’s Contract Manager (or designee) by the tenth (10th) day of the month following the end of the Contract term. The Final Report shall include a summary of all courses provided to students, number of students that participated, number of students that earned a high school diploma, number of students that earned high school credits, and the amount of high school credits earned by each student. The final report shall also include the number of students that exited the program prior to completion.

3.10.3 Adhoc Reports - The Contractor agrees to maintain and file with the Department such progress, fiscal and inventory reports and other reports as the Department may require within the period of this Contract, including the reports listed above. Reports shall include any required information for auditing all inmate activity on the network and on the Contractor’s site(s) for the online career education program.

3.11 Staff Background/Criminal Record Checks

3.11.1 Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor’s staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department’s personnel policy and procedure guidelines, particularly rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department.

By execution of the Contract resulting from this RFP, the Contractor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under the Contract shall be provided in a correctional setting with direct and/or indirect contact with the inmate population and that there are inherent risks associated therewith.

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

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

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

3.11.1.3 The Contractor’s staff shall not enter into any business relationship with inmates or their families (example – selling, buying or trading personal property), or personally employ them in any capacity.

3.11.1.4 The Contractor’s staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.

3.11.1.5 The Contractor’s staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor or the State. In providing services

pursuant to the Contract resulting from this RFP, the Contractor shall ensure that its employees avoid both misconduct and the appearance of misconduct.

- 3.11.1.6** At no time shall the Contractor or Contractor's staff, while delivering services under the Contract resulting from this RFP, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbol of any law enforcement or correctional department or agency.
- 3.11.1.7** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor. Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor to appropriate action, up to and including termination of the Contract resulting from this RFP.
- 3.11.1.8** The Contractor shall report any incident described above, or requiring investigation by the Contractor, in writing, to the Contract Manager or their designee within twenty four (24) hours, of the Contractor's knowledge of the incident.

3.11.2 TB Screening/Testing

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

3.11.3 Staff Levels and Qualifications

- 3.11.3.1** The Contractor shall provide an adequate level of staffing for provision of the services outlined herein and shall ensure that staff providing services is highly trained and qualified. Additionally, the Contractor shall liaise with and maintain a good working relationship with the judiciary, criminal justice system, DC staff, and the community if required to support the Contract.
- 3.11.3.2** The Contractor shall not provide individuals possessing "temporary work visas" to fill positions under this scope of service.
- 3.11.3.3** All Contractor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Contractor staff and Department staff and inmates.

3.11.4 Background/Criminal Record Checks

- 3.11.4.1** The Contractors' staff assigned to the Contract resulting from this RFP and any other person performing services pursuant thereto, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The

Department has full discretion to require the Contractor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records checks are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Contractor. The Department shall not confirm to the Contractor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Contractor shall provide, upon request, the following data for any individual Contractor or subcontractor's staff assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number and State of Issue. If requested, the Contractor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Contractor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.

- 3.11.4.2** The Contractor shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- 3.11.4.3** The Contractor shall not permit any individual to provide services under the Contract resulting from this RFP who is under supervision or jurisdiction of any parole, probation or correctional authority. Persons under any such supervision may work for other elements of the Contractor's agency that are independent of the contracted services.
- 3.11.4.4** No person who has been barred from any Department institution or other facility shall provide services under the Contract resulting from this RFP.
- 3.11.4.5** Department employees terminated at any time by the Department for cause may not be employed or provide services under the Contract resulting from this RFP.
- 3.11.4.6** The Contractor shall notify the Department, prior to employing any current or former employee of the Department to provide either full-time or part-time services pursuant to the Contract resulting from this RFP.
- 3.11.4.7** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor shall make full written report to the Contract Manager within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less) or when Contractor or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

3.11.5 Utilization of E-Verify

As required by State of Florida Executive Order Number 11-116, the Contractor identified in the Contract resulting from this RFP is required to utilize the U.S. Department of Homeland Security's E-Verify system to verify employment eligibility of: all persons employed during the contract term by the Contractor to perform employment duties within Florida; and all persons

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

3.12 Department Responsibilities

- 3.12.1.** The Department will permit inmates who do not have a standard high school or general educational development diplomas to participate in the Contractor's program, except that the Department reserves the right to deny participation to inmates with a history of computer crimes or inappropriate use of computers.
- 3.12.2.** The Department will provide Academic Teachers to supervise student use of the program's computer workstations and student access to the internet.
- 3.12.3.** The Department will provide classroom space within the secure perimeter of the correctional institution for the delivery of career-based online education programs leading to high school diplomas.
- 3.12.4.** The Department will provide twenty (20) computer workstations with the capability to access the provider's online career education program at each of the two (2) service locations.
- 3.12.5.** Upon request by the Contractor, the Department's Academic Teachers will assist the Contractor in receiving signed authorization forms from prospective students authorizing the Contractor to retrieve educational records from the appropriate educational authorities. The Contractor shall be responsible for providing the Contract Manager and Academic Teacher with a copy of said form.
- 3.12.6.** The Department will provide the Contractor with a list of inmates who are not known to have a standard high school or general educational development diploma and are identified as prime or high targets for academic education by the Corrections Inmate Needs Assessment System (CINAS) and the Automated Inmate Ranking System (AIRS).
- 3.12.7.** The Department will provide the Contractor with access to each enrolled exceptional student's current Transition Plan/Individualized Education Plan. The Contractor may contact special education program consultants working in the Bureau of Re-Entry Programs for guidance and technical assistance relating to its compliance with such plans.
- 3.12.8.** To the extent possible, the Department will ensure that students enrolled in the online career education program remain at the same institution for the duration of the Contract. However, security requirements, medical and/or mental treatment needs, court orders, etc., may require that the Department transfer an inmate to another correctional facility which will result in termination of his/her participation in the program.

3.13 Performance Measures

The Department desires to contract with a provider who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contract resulting from this RFP. Therefore, the Department has developed the following Performance Measure categories which shall be used to measure Contractor's performance and delivery of services:

- 1) Performance Outcomes and Standards; and
- 2) Other Contract Requirements.

A description of each of the Performance Measure categories is described below:

3.13.1 Performance Outcomes and Standards

Listed below are the key Performance Outcomes and Standards deemed most crucial to the success of the overall desired service delivery. The Contractor shall ensure that the stated performance outcomes and standards (level of achievement) are met. **Performance shall be measured on a monthly basis beginning the second month after service has been implemented.**

Performance Measure #1

Outcome: The Contractor's Online Career Education Program shall be available to students from 8:00 a.m. – 5:00 p.m., Monday through Friday, excluding state holidays.

Measure: The Academic Teacher will make note of the dates and times that the online program is not available.

Standard: The Online Career Education Program shall be available 95% of the required time.

Performance Measure #2

Outcome: The Monthly Report, as outlined in Section 3.10.1, shall be submitted to the Contract Manager (or designee) by the tenth (10th) day of the month for the previous month of service delivery.

Measure: The Contract Manager (or designee) will make note of each occurrence that the Monthly Report is not received by the tenth (10th) day of the month for the previous month's service delivery.

Standard: The Monthly Report shall be received by the due date 100% of the time.

By execution of this Contract, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above. Any failure by the Contractor to achieve any outcome and standard identified above may result in assessment of Liquidated Damages as provided in Section 3.16. Any such assessment and/or subsequent payment thereof shall not affect the Contractor's obligation to provide services as required by this Contract.

3.13.2 Other Contract Requirements

Measure: The Department will monitor the Contractor's performance and determine compliance with other contract requirements, including, but not limited to, the following:

- a. Compliance with any other Term and Condition of the Contract involving delivery of services not otherwise listed above.
- b. Compliance with Reporting Requirements, Sections 3.10.2 and 3.10.3.
- c. Invoicing and supporting documentation.

Standard: The Contractor shall achieve 100% compliance after the time-frames allowed for corrective action on identified deficiencies. Performance shall be measured on a quarterly basis.

By execution of any contract that is a result of this RFP, the Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the standards set forth above.

3.14 Monitoring and Evaluation Methodology

3.14.1 Monitoring of Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery at each institutional/facility site to determine if the Contractor has achieved the required level of performance for the Performance Outcome and Standards identified in Section 3.13.1 on a monthly basis. If the Department determines that the Contractor has failed a Performance Outcome and Standard, the Contractor will be sent a formal contract communication in accordance with Section 3.3. Note: The Contractor shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes and Standards within thirty (30) days of notice.

3.14.2 Monitoring of Other Contract Requirements

Monitoring for Contract Requirements identified in Section 3.13.2 shall be conducted as determined necessary but no less than quarterly. (Final Contract Monitoring will be developed by the Department in accordance with the requirements outlined in this RFP and resultant contract.)

If non-compliance issues are identified, the Department's Contract Manager or designee will provide a written monitoring report to the Contractor within 15 calendar days of the monitoring date. Non-compliance issues identified by the Contract Manager or designee will be identified in detail to provide opportunity for correction.

Within thirty (30) days of receipt of the Department's monitoring report, the Contractor shall provide a formal Corrective Action Plan (CAP) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. The Contract Manager and/or designee or other designated Department staff members may conduct follow-up monitoring reviews at any time to determine compliance based upon the submitted CAP.

The Department reserves the right for any Department staff to monitor the Contractor's performance at any time.

During follow-up monitoring, any failure by the Contractor to correct noted deficiencies identified in the monitoring report within the time frame specified in the CAP may result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section 7.3, Termination.

3.14.3 Repeated Instances of Failure

Repeated failure to meet either the Performance Outcomes and Standards or Other Contract Requirements or to correct deficiencies, may result in determination of Breach of Contract, and/or termination of the Contract in accordance with Section 7.3, Termination.

3.15 Deliverables

The following services or service tasks are identified as deliverables for the purposes of the Contract resulting from this RFP:

1. Provision of Online Career Education Program; and
2. Reports as required in Subsection 3.10., Reporting Requirements.

3.16 Liquidated Damages

The Contractor expressly agrees to the imposition of liquidated damages for failure to meet performance standards.

The Contractor hereby acknowledges and agrees that its performance under the Contract shall meet the Performance Outcomes and Standards set forth in Section 3.13. If the Contractor fails to meet the Performance Measure #1 as outlined in Section 3.13.1, Performance Outcomes and Standards, the Department will impose Liquidated Damages in the amount of \$50 per calendar day until such time as required service tasks are satisfactorily completed, as determined by the Department's Contract Manager

The Department's Contract Manager will provide written notice to the Contractor's Representative of all liquidated damages assessed accompanied by detail sufficient for justification of assessment. The Contractor shall forward a cashier's check or money order to the Contract Manager, payable to the Department in the appropriate amount, within ten (10) days of receipt of a written notice of demand for damages due or in the alternative, may issue a credit in the amount of the liquidated damages due on the next monthly invoice following imposition of damages. Documentation of the amount of damages imposed shall be included with the invoice, if issuing credit.

3.17 Value-Added Services

Value-added services are services, including additional services that the Contractor offers to provide as part of the Contract resulting from the RFP, that clearly exceed the minimum requirements of service delivery and/or that may be unknown to the Department at this time.

Any value-added service proposed by the Contractor may become a requirement of the Department, if accepted by the Department, and be a part of the minimum service specifications contained in the resultant Contract.

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SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 Procurement Manager

Questions related to the procurement should be addressed to:

Kelly S. Wright, CPPB, Procurement Manager
 Department of Corrections
 Bureau of Procurement & Supply
Mailing Address: 501 South Calhoun Street Tallahassee, FL 32399-2500
Physical Address: 4070 Esplanade Way Tallahassee, FL 32311
 Telephone: (850) 717-3679
 Fax: (850) 488-7189
 E-mail: wright.kelly@mail.dc.state.fl.us

Pursuant to Section 287.057(23), Florida Statutes, Proposers to this solicitation or persons acting on their behalf may not contact, between the release of the solicitation and the end of the seventy-two (72) hour period following the agency posting the notice of 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 proposal.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Calendar of Events (Section 4.2). Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Calendar of Events (Section 4.2).

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

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

4.2 Calendar of Events

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

	DATE	TIME	ACTION
4.2.1	October 18, 2011		Release of RFP to Public, posted on VBS.
4.2.2	October 25, 2011	5:00 pm	Last Day for Written Inquiries and Notice of Intent to Propose received by the Department.
4.2.3	November 1, 2011		Anticipated date that Answers to Written Inquiries will be posted on VBS.
4.2.4	November 14, 2011		Deadline for <u>mailed</u> Proposals to be received by the Dept. if mailing via the U.S. Postal Service to the 501 S. Calhoun Street address (Mailing Address).
4.2.5	November 15, 2011	2:00 pm	Deadline for Proposals to be received by the Dept. if sending by overnight courier or hand delivery to the 4070 Esplanade Way address (Physical Address). Project Proposal Opening - Including Review of Mandatory Responsiveness Requirements (Fatal Criteria).
4.2.6	November 16, 2011	10:00 am	Anticipated Date of Evaluation Team Training
4.2.7	November 29, 2011	2:00 pm	Anticipated Date of Price Proposal Opening
4.2.8	December 6, 2011		Anticipated Posting of Agency Decision
4.2.9	January 1, 2011		Anticipated Contract Start Date

4.3 Procurement Rules

4.3.1 Submission of Proposals

Each proposal shall be prepared simply and economically, providing a straightforward, concise delineation of the Proposer's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each proposal shall be on completeness and clarity of content. In order to expedite the evaluation of proposals, it is essential that Proposers follow the format and instructions contained in the Proposal Submission Requirements (Section 4) with particular emphasis on the Mandatory Responsiveness Requirements.

Proposals are due at the time and date specified in the Calendar of Events (Section 4.2) at the Department of Corrections, Bureau of Procurement and Supply, and shall be submitted to the attention of the Procurement Manager listed in Section 4.1. Proposals received late (after proposal opening date and time) will not be considered, and no modification by the Proposer, of submitted proposals, will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a proposal not properly sealed, addressed or identified.

The Department's Bureau of Procurement and Supply is situated at a separate location than that of its Central Office building. To ensure proper receipt and tracking of packages, **Proposers are encouraged to send proposals via overnight courier (FedEx, UPS, etc) or hand delivery to the Bureau of Procurement and Supply's physical address (4070 Esplanade Way).**

Proposals that are being mailed through the U.S. Postal Service to the Department's mailing address (South Calhoun Street) must be received **no later than 5:00 p.m. the day before the Project Proposal Opening date** in order to ensure timely delivery to the Proposal Opening (physical address) location.

4.3.2 Proposal Opening

Proposals will be publicly opened at the time and date specified in the Calendar of Events (Section 4.2). The opening of proposals will take place at the Department of Corrections, Bureau of Procurement and Supply, 4070 Esplanade Way, 2nd floor, Tallahassee, Florida. The name of all Proposers submitting proposals shall be made available to interested parties upon written request to the Procurement Manager listed in Section 4.1.

4.3.3 Costs of Preparing Proposals

The Department is not liable for any costs incurred by a Proposer in preparing the proposal to this RFP.

4.3.4 Disposal of Proposals

All proposals become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the proposal will not affect this right. Should the Department reject all proposals and issue a re-bid, information submitted in response to this RFP will become a matter of public record as indicated in Section 119.07 (1), Florida Statutes.

4.3.5 Right to Withdraw Request For Proposal

The Department reserves the right to withdraw this RFP at any time and by doing so assumes no liability to any Proposer.

4.3.6 Mandatory Responsiveness Requirements/Fatal Criteria

The Department shall reject any and all proposals that do not meet mandatory responsiveness requirements as defined below:

Mandatory Responsiveness Requirements are those terms, conditions or requirements that shall be met by the Proposer to be responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal. Any proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.

4.3.7 Right to Reject Proposal Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Response/Service Delivery Narrative or the right to waive minor irregularities when to do so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Request for Proposal terms and conditions which does not affect the price proposed, or give the Proposer an advantage or benefit not enjoyed by other proposers, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.3.8 Proposers' Conference

Proposers' Conference: There will not be a Proposers' Conference scheduled under this RFP. See Section 4.3.9 for opportunities for inquiries.

4.3.9 Inquiries

4.3.9.1 Pursuant to Section 287.057(2), Florida Statutes, the Department will allow a written question and answer period for the purpose of responding to vendor questions. Any questions from Proposers concerning this RFP shall be **submitted in writing**, identifying the submitter, to the Procurement Manager identified in Section 4.1 of this RFP and must be received no later than the date and time specified in the Calendar of Events (Section 4.2). **E-mail inquiries are preferred, and the Proposer may follow up with a hard copy by mail or facsimile.** However, it is the responsibility of the Proposer to confirm receipt of e-mailed or faxed inquiries.

4.3.9.2 Interested parties shall examine this RFP to determine if the Department's requirements are clearly stated. Proposers may request, in writing, during the question and answer period that the requirements be changed. The Proposer who requests changes must identify and describe their difficulty in meeting the Department's requirements, must provide detailed justification for a change, and must recommend changes to the requirements. Requests for changes to this RFP must be received by the Department no later than the date shown for written inquiries in the Calendar of Events (Section 4.2). A Proposer's failure to request changes by the date described above shall be considered to constitute Proposer's acceptance of the Department's requirements. The Department shall determine what changes to this RFP shall be acceptable to the Department. If required, the Department shall issue an addendum reflecting the acceptable changes to this RFP, which shall be posted on VBS, in order that all Proposers shall be given the opportunity of proposing to the same requirements.

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

4.3.9.4 A formal written protest must be accompanied by a bond payable to the Department in an amount equal to one percent (1%) of the Department's estimate of the total value of the proposed Contract. The amount of the bond will be pursuant to Section 287.042(2)(c), F.S.

4.3.10 Letter of Intent to Propose

All Proposers planning to submit a proposal are encouraged to submit a letter stating this intent by the date and time specified in the Calendar of Events (Section 4.2). This letter may be e-mailed, mailed, faxed or hand delivered.

4.3.11 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at www.myflorida.com under the posted proposal number (click on "Business", then "Doing Business with the State", under "Everything for Vendors and Customers", click on "Vendor Bid System (VBS)", and "Search Advertisements"). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.**

An Addendum Acknowledgment Form will be included with each addendum and shall be signed by an authorized company representative, dated, and returned with the proposal, as instructed in Section 5.9, Addendum Acknowledgment Form.

4.3.12 Cost/Price Discussions

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

4.3.13 Verbal Instructions

No negotiations, decisions, or actions shall be initiated or executed by the Proposer as a result of any discussions with any Department employee. Only those communications which are in writing from the Department's staff identified in Section 4.1 of this RFP shall be considered a duly authorized expression on behalf of the Department. Only communications from the Proposer's representative which are in writing and signed will be recognized by the Department as duly authorized expressions on behalf of the Proposer.

4.3.14 No Prior Involvement and Conflicts of Interest

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

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

4.3.15 State Business Entity Registration Requirements

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

4.3.16 MyFloridaMarketPlace Vendor Registration

All vendors that have not re-registered with the State of Florida since March 31, 2003, shall go to <http://vendor.myfloridamarketplace.com/> to complete on-line registration, or call 1-866-352-3776 for assisted registration.

4.3.17 Public Entity Crimes

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 proposal to provide any goods or services to a public entity, may not submit a bid or proposal to a public entity for the construction or repair of a public building or public work, may not submit bids or proposals for leases of real property to a public entity, may not be awarded or perform work as a proposer, 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, Florida Statutes, for Category Two (2) for a period of thirty-six (36) months from the date of being placed on the Convicted Vendor List.

4.3.18 Discriminatory Vendors List

An entity or affiliate who has been placed on the Discriminatory Vendors List may not submit a bid or proposal to provide goods or services to a public entity, may not be awarded a Contract or perform work as a Contractor, supplier, subcontractor or consultant under Contract with any public entity and may not transact business with any public entity.

4.3.19 Unauthorized Employment of Alien Workers

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

4.3.20 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the Proposer considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the Proposer must also simultaneously provide the Department with a separate redacted copy of its proposal 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 proposer on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Proposer submits its proposal to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret.

The Proposer shall be responsible for defending its determination that the redacted portions of its proposal are confidential, trade secret or otherwise not subject to disclosure. Further, the Proposer shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Proposer's determination that the redacted portions of its proposal are confidential, proprietary, trade secret or otherwise not subject to disclosure.

If the Proposer fails to submit a Redacted Copy with its proposal, the Department is authorized to produce the entire documents, data or records submitted by the Proposer in answer to a public records request for these records.

4.3.21 Disclosure of Proposal Submittal Contents

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

4.4 Posting of Notice of Agency Decision

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

The Notice of Agency Decision will be posted on or about the date shown in the Calendar of Events (Section 4.2) and will remain posted for a period of seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at www.myflorida.com (follow instructions listed in Section 4.3.11).

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

4.4.2 Filing Notices of Intent or Formal Protest:

Notices of Intent to Protest or Formal Protest shall be filed with the Agency Clerk, located at 501 South Calhoun Street (Carlton Building), Tallahassee, Florida 32399-2500. Protest related documents may be hand-delivered to the Agency Clerk by entering the Calhoun Street entrance and asking the person at the Security Desk to call the Agency Clerk to come down to the entrance to receive the documents for filing. Documents left at the Security Desk will not be considered filed until received by the Agency Clerk. Formal protests may not be faxed filed. Protest documents received after hours will be filed the next business day. Protests sent to the Procurement Manager by any means (mail, fax or email), will not be considered filed with the Agency Clerk until they are received by the Agency Clerk at the Carlton Building address.

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SECTION 5 – PROPOSAL SUBMISSION REQUIREMENTS

The Proposer shall supply one (1) original signed and six (6) copies of the Project Proposal in writing, on paper, and one copy on CD in pdf format, clearly marked “RFP #11-DC-8313 – Online Career Education for Inmates, Project Proposal”.

The Proposer shall supply one (1) original signed and one (1) copy of the Cost Proposal clearly marked “RFP #11-DC-8313 – Online Career Education for Inmates, Price Proposal”. The Price Proposal must be completed utilizing the Price Sheet form which is provided at the end of this RFP document. The Price Information Sheet form must be filled out completely and in accordance with instructions set forth in Section 5.11 of this RFP. The Price Proposal is not required to be submitted on CD.

The Project Proposal and Price Proposal may be submitted within the same box or container as long as each are in SEPARATELY SEALED packages/envelopes clearly identified as indicated above. Inclusion of any costs or pricing data in the Project Proposal (including the project proposal on CD) may result in rejection of the entire proposal submission.

Project Proposal Format and Contents

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

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

All Project Proposals must contain the sections outlined below. Those sections are called “Tabs.” A “Tab”, as used here, is a section separator, offset and labeled, (Example: “Tab 1, Mandatory Responsiveness Requirements”), such that the Evaluation Committee can easily turn to “Tabbed” sections during the evaluation process. Failure to have all copies properly “tabbed” makes it much more difficult for the Department to evaluate the proposal.

5.1 Tab 1 – Mandatory Responsiveness Requirements/Fatal Criteria

The following terms, conditions, or requirements must be met by the Proposer to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal.** Note: Copies of rejected proposals will be retained in the RFP file.

5.1.1 It is **mandatory** that the Project Proposal and the Price Proposal are received by the Department by the date and time specified in Section 4.2, Calendar of Events. **The Price Proposal may be submitted within the same box or container that the Project Proposal is submitted in, as long as the Price Proposal (including copy) is in a separately sealed package/envelope. As previously indicated, no price information may be reflected in the Project Proposal;**

5.1.2 It is **mandatory** that the Proposer sign, have certified by a notary public, and return the “Certification Attestation Page for Mandatory Statements” (Attachment 1) and insert it under **Tab 1** of the Proposal; and

Additionally, the Proposer shall complete, sign and return, under Tab 1, the Florida Department of Corrections, RFP Contractual Services’ cover sheet, which is the front cover of this RFP document.

5.2 Tab 2 – Transmittal Letter with Executive Summary

The proposal shall include a Transmittal Letter with Executive Summary (narrative) synopsis of the Proposer's method of delivering the required services in compliance with the minimum requirements and scope of services outlined in Section 3, Scope of Service, of the RFP. The synopsis shall contain sufficient detail addressing all elements of the required service delivery and shall be prepared in such a manner that will clearly indicate the Proposer's understanding of, and intent to comply with, the requirements set forth in the RFP, and will be understandable to individuals on a management level. The Transmittal Letter with Executive Summary shall be signed by a representative of the Proposer authorized to bind the corporate entity submitting the proposal and shall be inserted under **Tab 2** of the Proposal. The Transmittal Letter with Executive Summary shall also contain information addressing each of the following requirements:

- 5.2.1 Information indicating that the Proposer is a corporation or other legal entity, if applicable.
- 5.2.2 The Proposer's federal tax identification number or social security number, as applicable to the legal entity that will be performing the services under the Contract.
- 5.2.3 The Proposer's E-mail address or a statement certifying that an E-mail address will be available for the Contractor's Representative by the start date of any contract resulting from this RFP.
- 5.2.4 A statement from the Proposer certifying that the Proposer will not utilize subcontractors.
- 5.2.5 Proof that the Proposer is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Proposer's corporate document number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- 5.2.6 A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Proposer or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Proposer is also an employee of the State or no State employee owns a five percent (5%) interest in the Proposer or its' affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 5.2.7 A statement affirmatively certifying that the Proposer has no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this RFP.
- 5.2.8 The Proposer shall provide for both the Contractor and Contractor's personnel, copies of any and all documents regarding complaints filed, investigations made, warning letters or inspection reports issued, or any disciplinary action imposed by Federal or State oversight agencies within the past five (5) years.
- 5.2.9 The Proposer shall also identify all entities of or related to the Proposer (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Proposer), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other

regulatory agency regulations. The Proposer shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction.

5.3 Tab 3 – Business/Corporate Experience and Qualifications

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

The Proposer shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the proposal under this RFP that will be performing as "the Contractor" and insert it under **Tab 3**.

5.3.1 Business/Corporate Background

The background information of the submitting Proposer, which, at a minimum, shall include:

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

5.3.2 Narrative/Record of Experience

As indicated in Section 2.3, it is a requirement that the Proposer have least three (3) years of business/corporate experience within the last five (5) years administering/managing online educational instruction services to students comparable to the requirements and Scope of this RFP. Details of the Proposer's experience that meet this requirement shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. Specifically include:

- 5.3.2.1** A narrative description of the Proposer's experience providing online educational instruction services over the past five (5) years. Clearly identify dates of service delivery. During all times material to this experience requirement, the proposer shall have been appropriately certified/licensed and permitted provider and shall have had an appropriately certified/licensed staff to supervise and oversee the delivery of online career education services.
- 5.3.2.2** Provide a description of the type of population served, including but not limited to, an estimated total population served annually and the demographics of that population.
- 5.3.2.3** Provide a current copy of all required state and federal licenses, permits, and registrations and AdvancED/SACS accreditation.
- 5.3.2.4** Provide a list of all online educational course instruction service contracts current and/or past (within five (5) years) that fully demonstrate/illustrate that the Proposer has the experience and ability to completely and timely perform all services contemplated by this RFP; including, but not limited to, a contact name and number for the company/government agency that can be reached to confirm business association. If voluminous, no more than 10-15 contracts related to the scope of service shall be listed.

- 5.3.2.5** Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 5.3.2.6** Provide a list of all contracts, within the past five (5) years, the Proposer has provided services under that were terminated prior to original expiration date or for which the Proposer requested termination, or reached mutual agreement on termination prior to the original contracted expiration date, and all reasons for such actions. If no contracts have been so terminated, the Proposer shall provide a statement to that effect. Provide complete, detailed information about the circumstances leading to termination as well as the name and contact information for the other party to each terminated contract.
- 5.3.2.7** Provide a summary of any penalties or sanctions imposed or findings or convictions for fraud, or for any other offenses (including pleas of nolo contendere) of any kind brought by any federal, state or regulatory agency against the proposer, proposer's corporate staff, or any entity affiliated with the proposer, including, but not limited to a parent company and/or divisions or subsidiary companies controlled by parent company that have worked with the proposing entity including work as a partner, joint venture or subcontractor (Proposer shall identify the amount of any payments or fines imposed in regard to any of the foregoing).
- 5.3.2.8** Proposer shall provide a statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company is currently the subject of an investigation by a state, federal, or other government agency.

NOTE: The Department reserves the right to use all information provided in determining proposer qualifications and if proposer is responsible, as well as any other information the Department may obtain through any means that bears on the issue of responsibility.

5.3.3 Business/Corporate References

The Proposer shall furnish a minimum of three (3) business/corporate references with its Project Proposal submission, utilizing the form provided as Attachment 2 to support Proposer's stated business/corporate experience as outlined in this RFP. In order to qualify as relevant current experience, services described by corporate references shall be ongoing or have been completed within the sixty (60) months preceding the issue date of this RFP.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public. Reference(s) shall identify the type of services provided by the Proposer (which should be directly relevant to the services outlined in this RFP), dates the proposer provided such services, the firm/agency name of the entity for which the Proposer provided services, and the reference signer's *current* telephone number and address. Reference(s) shall include statements supporting that the Proposer has performed services similar in magnitude and scope to those requested in the RFP. References that do not support relevant service delivery experience shall be rejected. **Employees of the Department may not be used and will not be accepted as corporate references.** The Department reserves the right to contact the above-provided references as well as reference sources not listed in the Contractor's proposal.

5.3.4. Project Personnel

The Proposer shall provide a job description outlining the duties and responsibilities of the Contractor's staff that will provide services for the Contract proposed under this RFP as required in Section 3.11.3.

5.4 Tab 4 – Technical Specifications and Service Delivery Approach

This section shall include a detailed discussion of the Proposer’s technical specification and approach to providing drug testing services as specified in this RFP. The Proposer shall explicitly address all Department requirements specified below and in the “Scope of Service” and insert it under **Tab 4** of the Project Proposal.

- 5.4.1** Describe the supplies, instruction materials and expendable supplies that will be provided to the students by the Proposer to participate and complete coursework.
- 5.4.2** Describe your method of determining and verifying which students do not already have a standard high school diploma or general education development diploma.
- 5.4.3** Describe your method of determining and verifying the number of high school credits students have earned and/or how many credits students will need to receive a standard high school diploma.
- 5.4.5** Describe your method of providing instructional support services, accommodations, modifications and/or interventions, including assistive technology devices or services, for exceptional students and students with disabilities that may be required for their participation and successful completion of coursework.
- 5.4.7** Describe your method for issuing an official transcript to every student, and copying the academic teacher and the Contract Manager upon successful completion of each high school credit course.
- 5.4.8** Describe your method for issuing a standard high school diploma to every student, and copying the academic teacher and the Contract Manager upon successful completion of required courses and credit hours.
- 5.4.9** The Proposer shall detail how online career and technical educational instruction will be provided to students.
- 5.4.10** The Proposer shall detail what career and technical education courses/disciplines it proposes to provide.
- 5.4.11** The Proposer shall detail how it proposes to provide high school-level instruction to students with limited English language proficiency.
- 5.4.12** The Proposal shall provide a technical drawing depicting connectivity from the computers to the online educational site.
- 5.4.13** The Proposer shall describe their website and the security to disallow students the capability to access the internet.
- 5.4.14** The Proposer shall show their understanding of the Florida Department of Corrections’ Office of Information Technology’s procedures and standards relating to their operation of education programs for inmates including, but not limited to the following:
 - 1. Proposer’s courseware compatibility with Microsoft Internet Explorer Version 7.0 or higher and runs on Windows XP or higher.

2. Proposer's courseware has administrator access control functions and audit capabilities, and all access to the courseware has the capability to be controlled by Department administrators and Administrator activity can be logged.
3. Proposer's courseware has user level access control capabilities for each student, including user name or number and password.
4. Proposer's courseware supports instructor views of participating inmates' connection and provides an instructor option to disconnect students.

5.5 Tab 5 – Contact for Contract Administration

The Proposer shall complete Attachment 3 of this RFP and insert it under **Tab 5** of the Proposal.

5.6 Tab 6 – Certification of Drug Free Workplace Program

The State supports and encourages initiatives to keep the workplaces of Florida's suppliers and contractors drug free. Section 287.087 of the Florida Statutes provides that, where identical tie proposals are received, preference shall be given to a proposal received from a Proposer that certifies it has implemented a drug-free workplace program.

If applicable, the Proposer shall complete and sign Attachment 4 of this RFP (Certification of Drug Free Workplace Program), and insert it under **Tab 6** of the Proposal.

5.7 Tab 7 – Addendum Acknowledgment Form

The Proposer shall complete and insert each Addendum Acknowledgment Form received (example shown as Attachment 5 of this RFP) under **Tab 7** of the proposal, if appropriate.

5.8 Tab 8 - Minority/Service Disabled Veteran Business Enterprise Certification

If applicable, the Proposer shall provide a current and valid copy of their certification as a minority or service-disabled veteran business enterprise, issued by the Office of Supplier Diversity (formerly called the Commission on Minority Economic Business and Development) and insert it under **Tab 8** of the proposal.

5.9 Price Proposal Contents (SUBMITTED IN A SEPARATELY SEALED PACKAGE/ENVELOPE)

5.9.1 Price Proposal Submission Requirements

The Proposer shall submit one (1) separately bound, signed, and sealed price proposal and one (1) copy, containing the Price Information Sheet, included with this RFP.

Price Proposals should be submitted with the most favorable terms the Proposer can offer. The Department may reject any and all proposals that are conditional, incomplete or which contain irregularities.

By submitting an offer under this RFP, each Proposer warrants its agreement to the prices submitted. Any qualifications, counter offers, deviations, or challenges shall render the entire proposal non-responsive.

The Price Information Sheet shall identify the name of the Proposer and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Proposer to the prices proposed.

5.9.2. Price Proposal Instructions

The Proposer shall submit a flat fixed rate (unit price) for every high school credit earned by a participating student enrolled in the online career education program. The flat fixed rate shall be inclusive of all supplies and related services as defined herein. No compensation will be provided for failed or incomplete coursework.

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SECTION 6 – REVIEW AND EVALUATION PROCESS

The Department will conduct a comprehensive, fair, and impartial review and evaluation of all proposals received in response to this RFP in compliance with the due dates specified in the Calendar of Events (Subsection 4.2). The review and evaluation will be conducted in accordance with the process set forth in Section 6.2.3, Phase 3 – Evaluation of Project Proposals (Tabs 3 and 4).

Selection of the successful Proposer will be based on the highest ranking responsive proposal that is determined to be in the best interest of the Department, taking into consideration the criteria set forth in the RFP.

The Department reserves the right to make an award with or without further negotiations with the highest-ranking Proposer.

Issuance of the RFP in no way constitutes a commitment by the Department to award a contract.

This section provides an overview of the proposal review and evaluation process. It follows the process from proposal receipt to final contract award. The process itself is divided into seven (7) separate phases. These phases are:

- Phase 1 – Public Opening and Review of Mandatory Requirements (Tab 1) of Project Proposals.
- Phase 2 – Review of Executive Summary and other Proposal Submissions (Tabs 2)
- Phase 3 – Evaluation of Project Proposals (Tabs 3 and 4)
- Phase 4 – Public Opening of Price Proposals
- Phase 5 – Review of Price Proposals
- Phase 6 – Ranking of Proposals
- Phase 7 – Notice of Agency Decision

Phases 1, 2, 4, 5, 6 and 7 will be performed by staff members of the Department’s Bureau of Procurement and Supply (BPS).

Phase 3 will be done by the Evaluation Team An Evaluation Team will be established to assist the Department in the evaluation and selection of the winning proposal. Any proposal failing to meet mandatory responsiveness requirements will **not** be evaluated. The team will evaluate Corporate Qualifications, Project Staff and the Service Delivery Approach of all responsive proposals. The Evaluation Team will score project proposals according to established criteria.

6.1 Proposal Evaluation Points

For the purposes of evaluation, scoring and ranking, proposals are divided into three (3) categories. The following shows the maximum number of points that may be awarded by category:

Mandatory Responsiveness Requirements	0 points
Executive Summary and other Proposal Submissions	0 points
Category 1 - Business/Corporate Experience and Qualifications (Tab 3)	350 points
Category 2 - Technical Specifications and Service Delivery Approach (Tab 4)	250 points
Category 3 - Price Proposal	400 points

6.2 Review and Evaluation Process

6.2.1 Phase 1 – Public Opening and Review of Mandatory Responsiveness Requirements (Tab 1)

Proposals will be publicly opened at the date and time specified in Subsection 4.2, Calendar of Events. Proposals will be reviewed by BPS staff to determine if they comply with the mandatory responsiveness requirements listed in Section 5, of this RFP. This will be a **yes/no** review,

conducted by BPS staff, to determine if all requirements have been met. **Failure to meet any of these mandatory responsiveness requirements will render a proposal non-responsive and result in rejection of the entire proposal. Further evaluation will not be performed.**

No points will be awarded for passing the mandatory responsiveness requirements.

Only those proposals, which have met the mandatory responsiveness requirements, will be considered responsive and will be delivered to the Evaluation Team to be evaluated as described in Phase 3.

6.2.2 Phase 2 – Review of Executive Summary and Other Proposal Submissions (Tab 2)

The purpose of this phase is to determine if each Project Proposal contains the requested information necessary to ensure the competitive procurement process has been followed and to aid in Department management of a contract resulting from this RFP. Proposals passing the mandatory responsiveness requirements will be further reviewed by Procurement & Supply staff for compliance with the items required in the Transmittal Letter with Executive Summary and other Proposal Submissions outlined in Section 5, Proposal Submission Requirements of the RFP. In the case of minor irregularities, the Department reserves the right to require additional information from a Proposer prior to contract award.

No points will be awarded for the review of the Executive Summary and other Proposal Submissions.

6.2.3 Phase 3 – Evaluation of Project Proposals (Tabs 3 and 4)

6.2.3.1 Category 1 – Proposer’s Business/Corporate Experience and Qualifications (Tab 3)

Proposer’s Business/Corporate Qualifications will be evaluated by the Evaluation Team based on the information supplied by the Proposer in response to the requirements in Section 5.3, “Proposer’s Business/Corporate Experience and Qualifications”. The Evaluation Team will evaluate and score the business and corporate background, narrative/record of past experience, business/corporate references, and proposed project personnel of the Proposer.

The Department reserves the right to make additional reference checks from sources not cited in the proposal.

A maximum of 350 points will be given to the Proposer with the Business/Corporate Qualifications section that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X)}{N} \times 350 = Z$$

Where: N = highest **actual** Business/Corporate Experience and Qualification points received by any proposal.
X = actual Project Staff points received by the Proposer’s proposal.
Z = awarded points.

6.2.3.2 Category 2 - Technical Specifications and Service Delivery Approach (Tab 4)

Technical Specifications and Service Delivery Approach will be evaluated based on the information supplied by the Proposer in response to Section 5.4, “Technical Specifications and Service Delivery Approach.” The Evaluation Team will evaluate and score the

Proposer's ability to meet or exceed all the service requirements in Section 3, "Scope of Service" and Section 5.4, "Technical Specifications and Service Delivery Approach."

A maximum of 250 points will be given to the Proposer with the Technical Specifications and Service Delivery Approach that received the highest number of points. Points for the other proposals will be determined using the following formula:

$$\frac{(X) \times 250}{N} = Z$$

Where: N = highest **actual** Technical Specifications and Services Delivery Approach received by any proposal.
X = actual Technical Specifications and Service Delivery Approach received by the Proposer's proposal.
Z = awarded points.

6.2.5 Phase 4 – Public Opening of Price Proposals

The Price Proposal will be publicly opened at the date and time specified in Subsection 4.2, Calendar of Events, on all proposals qualified for evaluation.

6.2.6 Phase 5 – Review of Price Proposals (Category 3)

Each Price Proposal that is opened and publicly read will have its price information sheet(s) reviewed to determine compliance with the instructions in Section 5.9, Price Proposal Contents. Price Proposals will be examined to determine if they are consistent with the Project Proposal and that all calculations are accurate.

Any Price Proposal that is incomplete or in which there are significant inconsistencies or inaccuracies may be rejected by the Department. No deviations, qualifications or counter offers will be accepted. The Department reserves the right to reject any or all proposals.

All Price Information Sheet calculations will be verified for accuracy by Procurement and Supply staff assigned by the Department. In the event that a mathematical error is identified, Unit Prices submitted by the Proposer will prevail.

The price proposal with the lowest fixed rate will be awarded 400 points. All other price proposals will receive points according to the following formula:

$$\frac{(N) \times 400}{X} = Z$$

Where: N = lowest verified total fixed rate of all proposals submitted.
X = Proposer's proposed price.
Z = points awarded.

6.2.7 Phase 6– Ranking of Proposals

The points awarded for the Business/Corporate Qualifications, Project Staff and Service Delivery Approach categories will be totaled and added to the points awarded for the Price Proposal to determine the final score of each proposal. Proposals will be ranked in order from highest to lowest based on the final proposal scores.

6.2.8 Phase 7 – Posting of Notice of Agency Decision

The Department will post an Agency Decision (i.e., Intent to Award, Notice of Rejection of all Proposals, etc.) in regard to this RFP, as described in Section 4.4.

6.3 Identical Tie Proposals

When evaluating bids/proposals/responses to solicitations, if the Department receives identical pricing or scoring from multiple vendors, the department shall determine the order of award using the criteria set forth in Rule 60A-1.011, F.A.C., and Chapter 295.187, F.S.

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SECTION 7 – CONTRACT TERMS AND CONDITIONS

This section contains standard terms and conditions that shall be included in any Contract resulting from this RFP. By submitting a response to this RFP, the Proposer is deemed to have accepted these terms and conditions in their entirety.

7.1 Contract Document

When a contract is established between the Department and the Contractor for specific services, this RFP, the Proposer's proposal shall be incorporated into and thereby become a part of that contract. If there is a conflict in language, the Department's Contract will govern.

7.2 Contract Term

The Department anticipates entering into a single contract under this RFP. It is anticipated that the initial term of any Contract resulting from this RFP shall be for a one (1) year period. At its sole discretion, the Department may renew the Contract for one (1) additional one (1) year period. Renewal shall be contingent, at a minimum, on satisfactory performance of the Contract by the Proposer as determined by the Department, and subject to the availability of funds. If the Department desires to renew the Contract resulting from this RFP, it will provide written notice to the Proposer no later than sixty (60) days prior to the Contract expiration date.

7.3 Termination

7.3.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than thirty (30) calendar days' notice and by the Contractor upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

7.3.2 Termination Because of Lack of Funds

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

7.3.3 Termination for Cause

If a breach of the Contract resulting from this RFP occurs by the Contractor, the Department may, by written notice to the Contractor, terminate the Contract resulting from this RFP upon twenty-four (24) hours' notice. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

7.3.4 Termination for Unauthorized Employment

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

7.4 Payments and Invoices

7.4.1 Payment by the Department

The Contract resulting from this RFP will be at a flat fixed rate charge for each high school credit earned. All charges must be billed in arrears in accordance with Section 215.422 of the Florida Statutes. The Department requires invoices on a monthly billing cycle for services performed with supporting Documentation as indicated in 7.4.5 Supporting Documentation for Invoice.

7.4.2 MyFloridaMarketPlace Transaction Fee Exemption

The State of Florida has instituted MyFloridaMarketPlace, a statewide eProcurement System (“System”). Pursuant to Section 287.057(22), Florida Statutes, all payments shall be assessed a Transaction Fee of one percent (1.0%), which the Contractor shall pay to the State, unless otherwise exempt pursuant to Rule 60A-1.032, F.A.C.

For payments within the State accounting system (FLAIR or its successor), the Transaction Fee shall, when possible, be automatically deducted from payments to the Contractor. If automatic deduction is not possible, the Contractor shall pay the Transaction Fee pursuant to Rule 60A-1.031(2), F.A.C. By submission of these reports and corresponding payments, Contractor certifies their correctness. All such reports and payments shall be subject to audit by the State or its designee.

The Contractor shall receive a credit for any Transaction Fee paid by the Contractor for the purchase of any item(s) if such item(s) are returned to the Contractor through no fault, act, or omission of the Contractor. Notwithstanding the foregoing, a Transaction Fee is non-refundable when an item is rejected or returned, or declined, due to the Contractor’s failure to perform or comply with specifications or requirements of the agreement.

Failure to comply with these requirements shall constitute grounds for declaring the Contractor in default and recovering reprocurement costs from the Contractor in addition to all outstanding fees. **CONTRACTORS DELINQUENT IN PAYING TRANSACTION FEES SHALL BE EXCLUDED FROM CONDUCTING FUTURE BUSINESS WITH THE STATE.**

7.4.3 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) needs all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridaacfo.com> by October 2011. Forms can be found at: <http://www.myfloridacfo.com/aadir/docs/SubstituteFormW-9-03-21-11.pdf>. Frequently asked questions/answers related to this requirement can be found at: <http://www.myfloridacfo.com/aadir/docs/VendorFAQPosted090310.pdf>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridaacfo.com.

7.4.4 Invoice Submission

The Contractor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice within ten (10) days following the end of the month for which payment is being requested. The specific addresses for invoice submission will be identified in the Contract resulting from this RFP.

The Contractor’s invoice shall include the Contractor’s name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Invoices and all required reports shall be submitted to the appropriate Contract Manager or designee.

7.4.5 Supporting Documentation for Invoice

Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Additional documentation as stated in Section 3.10, Reporting Requirements, must accompany the invoice submitted by the Contractor to ensure the Department will approve the invoice for payment.

7.4.6 Travel Expenses

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

7.4.7 Contractor's Expenses

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

7.4.8 Annual Appropriation

The State of Florida's and the Department's performances and obligations to pay for services under the Contract resulting from this RFP are 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 Contract resulting from this RFP.

7.4.9 Tax Exemption

The Department agrees to pay for contracted services according to the conditions of this Contract. The State of Florida does not pay federal excise taxes and sales tax on direct purchases of services.

7.4.10 Timeframes for Payment and Interest Penalties

Contractors providing goods and services to the Department should be aware of the following time frames:

1. Upon receipt, the Department has five (5) working days to inspect and approve the goods and services and associated invoice, unless the RFP specifications, or this Contract specifies otherwise. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected, and approved.
2. If a payment is not available within forty (40) days, a separate interest penalty, as specified in Section 215.422, Florida Statutes, will be due and payable, in addition to the invoice amount, to the Contractor. However in the case of health services contracts, the interest penalty provision applies after a thirty-five (35) day time period to health care contractors, as defined by rule. Interest penalties of less than one (1) dollar will not be enforced unless the Contractor requests payment. Invoices, which have to be returned to a Contractor because of Contractor preparation errors, may cause a delay of the payment. The invoice payment requirements do not start until the Department receives a properly completed invoice.

7.4.11 Final Invoice

The Contractor shall submit the final invoice for payment to the Department no more than forty-five (45) days after acceptance of the final deliverable or the end date of the Contract, by the

Department. If the Contractor fails to do so, all right to payment is forfeited, and the Department will not honor any request submitted after aforesaid time period. Any payment due under the terms of the Contract resulting from this RFP may be withheld until all applicable deliverables and invoices have been accepted and approved by the Contract Manager or designee.

7.4.12 Vendor Ombudsman

A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for vendors who may be experiencing problems in obtaining timely payment(s) from a state agency. The Vendor Ombudsman may be contacted by calling the State Comptroller's Toll Free Hotline.

7.4.13 Electronic Transfer of Funds

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

7.5 Contract Management

The Department of Corrections will be responsible for management of the Contract resulting from this RFP. The Department will assign named individuals, addresses and phone numbers, for the Contract Manager and Contract Administrator for the Contract.

7.5.1 Department's Contract Manager

The Contract Manager for this Contract will be identified in the resultant Contract.

The Contract Manager or designee will perform all Department designated monitoring tasks indicated in the Scope of Service as well as the following functions:

1. maintain a contract management file;
2. serve as the liaison between the Department and the Contractor;
3. evaluate the Contractor's performance;
4. direct the Contract Administrator to process all amendments, renewals, and termination of this Contract; and
5. evaluate Contractor performance upon completion of the overall Contract; this evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to a designated Department staff:

1. verify receipt of deliverables from the Contractor;
2. monitor the Contractor's performance; and
3. review, verify, and approve invoices from the Contractor.

7.5.2 Department's Contract Administrator

The Contract Administrator for the Contract will be:

Chief, Bureau of Procurement and Supply
Bureau of Procurement and Supply
Florida Department of Corrections

Mailing Address:

501 South Calhoun Street
Tallahassee, FL 32399-2500

Physical Address:

4070 Esplanade Way
Tallahassee, FL 32311

Telephone: (850) 717-3700

Fax: (850) 488-7189

The Contract Administrator will perform the following functions:

1. maintain the Contract administration file;
2. process all Contract amendments, renewals, and termination of the Contract; and
3. maintain the official records of all formal correspondence between the Department and the Contractor.

7.5.3 Contract Management Changes

After execution of the Contract resulting from this RFP, any changes in the information contained in Section IV., Contract Management, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

7.6 Contract Modifications

Unless otherwise stated herein, modifications to the provisions of this Contract, with the exception of Section 7.5, CONTRACT MANAGEMENT, shall be valid only through execution of a formal Contract amendment.

7.7 Records

7.7.1 Public Records Law

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

7.7.2 Audit Records

1. The Contractor agrees to maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General and to ensure that all related party transactions are disclosed to the auditor.

2. The Contractor agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this RFP.
3. The Contractor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this Contract and Attachment #7, which is incorporated herein as if fully stated.

7.7.3 Retention of Records

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 resulting from this RFP for a period of five (5) years. The Contractor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this RFP. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. For the duration of the Contract resulting from this ITN, all documents must be retained by the Contractor within the State of Florida, at an address to be provided in writing to the Contract Manager within thirty (30) days of the contract execution. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor at the Contractor's primary place of business for a period of five (5) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Contractor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period. The Contractor shall advise the Department of the location of all records pertaining to the Contract resulting from this RFP and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

7.8 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor shall submit plans addressing each of the State's four (4) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

(Note: Diversity plans and reporting shall be submitted to Jane Broyles, MBE Coordinator, Bureau of Procurement and Supply, Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500. All other plans shall be submitted to the Contract Manager or designee as specified in the final Contract resulting from this RFP.)

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

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

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

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

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

7.8.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. The Contractor shall provide a plan for reducing and or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

7.8.3 Prison Rehabilitative Industries and Diversified Enterprises, Inc. (PRIDE): The State supports and encourages the use of Florida correctional work programs. It is expressly understood and agreed that any articles which are the subject of, or required to carry out, this Contract shall be purchased from the corporation identified under Chapter 946, Florida Statutes, in the same manner and under the same procedures set forth in Section 946.515(2), and (4), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such corporation are concerned. Additional information about PRIDE and the products it offers is available at www.pride-enterprises.org.

7.8.4 Products Available from the Blind or Other Handicapped (RESPECT): The State/Department supports and encourages the gainful employment of citizens with disabilities. It is expressly understood and agreed that any articles that are the subject of, or required to carry out, this Contract shall be purchased from a nonprofit agency for the blind or for the severely handicapped that is qualified pursuant to Chapter 413, Florida Statutes, in the same manner and under the same procedures set forth in Section 413.036(1) and (2), Florida Statutes; and for purposes of this Contract the person, firm, or other business entity carrying out the provisions of this Contract shall be deemed to be substituted for this agency insofar as dealings with such qualified nonprofit agency are concerned." Additional information about the designated nonprofit agency and the products it offers is available at <http://www.respectofflorida.org>.

7.9 Sponsorship

If the Contractor is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this RFP, it shall, in

publicizing, advertising, or describing the sponsorship of the program, state: “Sponsored by *Contractor’s name* and the State of Florida, Department of Corrections.” If the sponsorship reference is in written material, the words “State of Florida, Department of Corrections” shall appear in the same size letters or type as the name of the organization.

7.10 Employment of Department Personnel

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

7.11 Non-Discrimination

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

7.12 Americans with Disabilities Act

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

7.13 Independent Contractor Status

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

7.14 Indemnification

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

7.15 Contractor’s Insurance

The Contractor agrees to provide adequate insurance coverage on a comprehensive basis and to hold such insurance at all times during the existence of the Contract resulting from this RFP. 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 resulting from this RFP. Upon the execution of the Contract resulting from this RFP, the Contractor shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

If the Contractor is a state agency or subdivision as defined in Section 768.28, Florida Statutes, the Contractor shall furnish the Department, upon request, written verification of liability protection in

accordance with Section 768.28, Florida Statutes. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, Florida Statutes.

7.16 Disputes

Any dispute concerning performance of this Contract shall be resolved informally by the Contract Manager. Any dispute that can not be resolved informally shall be reduced to writing and delivered to the Department's Assistant Secretary of the Office of Re-entry. The Assistant Secretary of the Office of Re-entry shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor, the Contract Manager and the Contract Administrator.

7.17 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this RFP produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation, including parties to the Contract resulting from this RFP, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Contractor under the Contract resulting from this RFP. All computer programs and other documentation produced as part of the Contract resulting from this RFP shall become the exclusive property of the State of Florida, Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.083, Florida Statutes, and may not be copied or removed by any employee of the Contractor without express written permission of the Department.

The Contractor, without exception, shall indemnify and hold harmless the Department and its employees from liability of any nature or kind, including cost and expenses for or on account of any copyrighted, patented, or un-patented invention, process, or article manufactured or supplied by the Contractor. The Contractor has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Contractor or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement and will afford the Contractor full opportunity to defend the action and control the defense of such claim.

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

7.18 Subcontracts

The Contractor is fully responsible for all work performed under the Contract resulting from this RFP. The Contractor shall not subcontract for services under the Contract resulting from this RFP.

7.19 Assignment

The Contractor shall not assign its responsibilities or interests under the Contract resulting from this RFP to another party without prior written approval of the Department's Contract Manager. The Department shall, at all times, be entitled to assign or transfer its rights, duties and obligations under the Contract resulting from this RFP to another governmental agency of the State of Florida upon giving written notice to the Contractor.

7.20 Force Majeure

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

7.21 Substitution of Key Personnel

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

7.22 Severability

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

7.23 Use of Funds for Lobbying Prohibited

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

7.24 Governing Law and Venue

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

7.25 No Third Party Beneficiaries

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

7.26 Health Insurance Portability and Accountability Act

The Contractor shall comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) (42 U. S. C. 1320d-8) and all applicable regulations promulgated thereunder. Agreement to comply with HIPAA is evidenced by the Contractor's execution of the Contract resulting from this RFP, which includes and incorporates Attachment 6, Business Associate Agreement, as part of this Contract.

In addition to complying with HIPAA requirements, the Contractor shall not disclose any information concerning inmates, specifically concerning inmate transfers/referrals, to parties outside the Department.

7.27 Reservation of Rights

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

7.28 Cooperative Purchasing

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

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

7.29 Scope Changes after Contract Execution

During the term of the Contract resulting from this RFP, the Department may unilaterally require, by written order, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract.

The Department may make an equitable adjustment in the Contract price or delivery date if the change affects the cost or time of performance. Such equitable adjustments require the written consent of the Contractor, which shall not be unreasonably withheld.

The Department shall provide written notice to the Contractor thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the service as specified herein. Any changes that are other than purely administrative changes will require a formal contract amendment.

All changes will be conducted in a professional manner utilizing best industry practices. The Department expects changes to be made timely and within prices proposed.

ATTACHMENT 1 – CERTIFICATION /ATTESTATION PAGE
RFP #11-DC-8313

1. **Business/Corporate Experience:** This is to certify that the Proposer has at least three (3) years of business/corporate experience within the last five (5) years administering/managing online educational instruction services to students housed in a correctional or jail setting comparable to the requirements and Scope of Service of the RFP.
2. **Authority to Legally Bind the Proposer:**
This is to certify that the person signing the Florida Department of Corrections RFP Contractual Services' Cover Sheet and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Proposer's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.
3. **Acceptance of Terms and Conditions:**
This is to certify that the Proposer will comply with all terms and conditions contained within the RFP.
4. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, Scope of Service, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.
5. **Statement of No Involvement:**
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of the RFP.
6. **Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Proposer to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.
7. **Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this proposal have been disclosed prior to award, directly or indirectly, to any other proposer or to any competitor.
8. **Statement of Non-Collusion:**
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other proposer or with any competitor and not for the purpose of restricting competition.
9. **Non-Discrimination Statement:**
This is to certify that the Proposer does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
10. **Unauthorized Alien Statement:**
This is to certify that the Proposer does not knowingly employ unauthorized alien workers.
11. **Statement of No Investigation/Conviction:**
This is to certify that Proposer, it's affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.

Dated this _____ day of _____ 2011.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____ 2011.

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – BUSINESS/CORPORATE REFERENCE
RFP #11-DC-8313

THIS FORM MUST BE COMPLETED BY THE PERSON GIVING THE REFERENCE, NOT THE ENTITY FOR WHICH THE REFERENCE IS BEING GIVEN.)

THIS BUSINESS REFERENCE IS FOR (Proposer Name): _____

THE NAME OF THE PERSON GIVING REFERENCE: _____

TITLE OF THE PERSON GIVING REFERENCE: _____
FIRM/ENTITY PROVIDING REFERENCE, IF APPLICABLE: _____

1. How would you describe your relationship to this business/corporate entity? (e.g. Customer, Subcontractor, Employee, Contract Manager, Friend, or Acquaintance)

2. How many years have you done business with this business entity? _____ Please Provide Dates:

3. A. If a Customer, please specifically describe the **primary type** of service this entity provides to you.

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

- C. What was the estimated total population of clients served?

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

5. Can you identify the total **number of years** that this entity provided online career educational instruction for your organization? Please provide dates to the best of your knowledge.

- 6. To your knowledge, does this entity perform or provide complete online career educational instruction, or does this entity routinely subcontract these services out?

- 7. Do you have a vested interest in this business/corporate entity? If yes, what is that interest? (i.e. employee, subcontractor, stockholder, etc).

- 8. Have you experienced any problems with this business/corporate entity? If so, please state what the problem is/was and how it was resolved.

- 9. Would you conduct business with this business/corporate entity again? If no, please state the reason.

- 10. Are there any additional comments you would like to make about this business entity? Use back of form if necessary.

- 11. Have you experienced any problems with this business/corporate entity providing expert testimony when needed?

PLEASE SIGN BELOW AND HAVE THIS FORM CERTIFIED BY A NOTARY PUBLIC. RETURN THIS FORM TO THE BUSINESS/CORPORATE ENTITY FOR WHICH YOU ARE PROVIDING THE REFERENCE. THIS REFERENCE WILL BECOME PART OF THE RFP PROPOSAL.

Signed by: _____

Being duly sworn deposes and says that the information herein is true and accurate.

Subscribed and sworn before me this _____ day of _____ 2011.

Personally Known OR Produced Identification Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____ State of Commission: _____

Signed by: _____

**ATTACHMENT 3 – CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR
REPRESENTATIVE
RFP #11-DC-8313**

The Proposer shall designate one person authorized to conduct Contract administration and function as the Contractor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

ATTACHMENT 4 – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
RFP #11-DC-8313

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

VENDOR'S SIGNATURE

(Form revised 4/06/06)

**ATTACHMENT 5 – ADDENDUM ACKNOWLEDGMENT FORM
RFP #11-DC-8313**

RFP ADDENDUM – SAMPLE ONLY
Department of Corrections
4070 Esplanade Way
Tallahassee, FL 32311

PROPOSAL NO: RFP #11-DC-8313
PROPOSAL TITLE: Online Career Education for Inmates
PROPOSAL DUE: November 15, 2011
OPENING DATE: November 15, 2011

ADDENDUM NO.: _____ **DATE:** _____

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

THIS ADDENDUM NOW BECOMES A PART OF THE ORIGINAL RFP. THE ADDENDUM ACKNOWLEDGMENT FORM SHALL BE SIGNED BY AN AUTHORIZED COMPANY REPRESENTATIVE, DATED AND RETURNED, AS INSTRUCTED IN SECTION 5, PROPOSAL SUBMISSION REQUIREMENTS, WITH THE PROPOSAL. FAILURE TO DO SO MAY SUBJECT THE PROPOSER TO DISQUALIFICATION.

PROPOSER: _____ BY: _____

ADDRESS: _____ TELEPHONE: _____

CITY, STATE: _____ DATE: _____

Authorized Signature

**ATTACHMENT 6 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
RFP #11-DC-8313**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Insert Contractor Name] ("Contractor"), (individually, a "Party" and collectively referred to as "Parties").

Whereas, the Department creates or maintains, or has authorized the Contractor to receive, create, or maintain certain Protected Health Information ("PHI," as that term is defined in 45 C.F.R. §164.501 and that is subject to protection under the Health Insurance Portability and Accountability Act of 1996, as amended. ("HIPAA");

Whereas, the Department is a "Covered Entity" as that term is defined in the HIPAA implementing regulations, 45 C.F.R. Part 160 and Part 164, Subparts A, C, and E, the Standards for Privacy of Individually Identifiable Health Information ("Privacy Rule") and the Security Standards for the Protection of Electronic Protected Health Information ("Security Rule");

Whereas, the Contractor may have access to Protected Health Information in fulfilling its responsibilities under its contract with the Department;

Whereas, the Contractor is considered to be a "Business Associate" of a Covered Entity as defined in the Privacy Rule;

Whereas, pursuant to the Privacy Rule, all Business Associates of Covered Entities must agree in writing to certain mandatory provisions regarding the use and disclosure of PHI; and

Whereas, the purpose of this Agreement is to comply with the requirements of the Privacy Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.504(e).

Whereas, in regards to Electronic Protected Health Information as defined in 45 C.F.R. § 160.103, the purpose of this Agreement is to comply with the requirements of the Security Rule, including, but not limited to, the Business Associate contract requirements of 45 C.F.R. §164.314(a).

Now, therefore, in consideration of the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Definitions**

Unless otherwise provided in this Agreement, any and all capitalized terms have the same meanings as set forth in the HIPAA Privacy Rule, HIPAA Security Rule or the HITECH Act. Contractor acknowledges and agrees that all Protected Health Information that is created or received by the Department and disclosed or made available in any form, including paper record, oral communication, audio recording, and electronic display by the Department or its operating units to Contractor or is created or received by Contractor on the Department's behalf shall be subject to this Agreement.

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was

disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;

- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

D. Contractor shall report to Department any use or disclosure of Protected Health Information, which is not in compliance with the terms of this Agreement as well as any Security incident of which it becomes aware. Contractor agrees to notify the Department, and include a copy of any complaint related to use, disclosure, or requests of Protected Health Information that the Contractor receives directly and use best efforts to assist the Department in investigating and resolving such complaints. In addition, Contractor agrees to mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

Contractor will without unreasonable delay, but no later than seventy-two (72) hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose protected health information has been, or is reasonably believed to have been, accessed, acquired, or disclosed during any Breach pursuant to 42 U.S.C.A. § 17932(b). Such report will:

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
 - 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
 - 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.
 - 4) Identify what has been or will be done to mitigate the effects of the Breach; and
 - 5) Provide any other information, including further written reports, as the Department may request.
- E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the BA Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).
- F. Contractor will ensure that its agents, including a subcontractor, to whom it provides Protected Health Information received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to Protected Health Information. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.
- G. Contractor shall secure all protected health information by a technology standard that renders protected health information unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render protected health information unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act, pursuant to the HITECH Act, 42 U.S.C.A. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.
- H. Contractor agrees to make available Protected Health Information so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make Protected Health Information available for amendment and incorporate any amendments to Protected Health Information in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting Protected Health Information to fulfill its contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to offenders under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.
- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Contractor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Contractor with notice of the existence of an alleged material breach and afford Contractor an opportunity to cure the alleged material breach. In the event Contractor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.
- B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Contractor.
- C. **Effect of Termination**
 - (1) Termination of this agreement will result in termination of the associated contract between the Department and the Contractor.
 - (2) Upon termination of this Agreement or the contract, Contractor will return or destroy all PHI received from the Department or created or received by Contractor on behalf of the Department that Contractor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Contractor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.

6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.

7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys' fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any sub-contractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.

8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

ATTACHMENT 7 - FINANCIAL AND COMPLIANCE AUDITS

Special Audit Requirements

RFP #11-DC-8313

The administration of resources awarded by the Department of Corrections to the Contractor may be subject to audits and/or monitoring by the Department of Corrections, as described in this attachment.

MONITORING

In addition to reviews of audits conducted in accordance with OMB Circular A-133 and Section 215.97, F.S., as revised (see "AUDITS" below), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Contract, the Contractor agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department of Corrections. In the event the Department of Corrections determines that a limited scope audit of the Contractor is appropriate, the Contractor agrees to comply with any additional instructions provided by the Department to the Contractor regarding such audit. The Contractor further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Office (CFO) or Auditor General.

AUDITS

PART I: FEDERALLY FUNDED

This part is applicable if the Contractor is a State or local government or a non-profit organization as defined in OMB Circular A-133, as revised.

1. In the event that the Contractor expends \$500,000 or more in Federal awards in its fiscal year, the Contractor must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. EXHIBIT 1 to this Contract indicates Federal resources awarded through the Department of Corrections by this Contract. In determining the Federal awards expended in its fiscal year, the Contractor shall consider all sources of Federal awards, including Federal resources received from the Department of Corrections. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the Contractor conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.
2. In connection with the audit requirements addressed in Part I, paragraph 1., the Contractor shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.
3. If the Contractor expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the Contractor expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from Contractor resources obtained from other than Federal entities).
4. The Contractor may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf.

PART II: STATE FUNDED

This part is applicable if the Contractor is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the Contractor expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Contractor, the Contractor must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Florida Statutes; applicable rules of the Department of Financial Services; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Contract indicates State financial assistance awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State

financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

2. In connection with the audit requirements addressed in Part II, paragraph 1, the Contractor shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the Contractor expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the Contractor expends less than \$500,000 in State financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-State entity's resources (i.e., the cost of such an audit must be paid from the Contractor's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a Contractor should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa/index.aspx> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website <http://www.leg.state.fl.us/>, Department of Financial Services' Website <http://www.fldfs.com/>, and the Auditor General's Website <http://www.state.fl.us/audgen>.

REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by **PART I** of this Contract shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit	Contract Manager	Contract Administrator
Office of the Inspector General	(name)	Bureau of Procurement & Supply
Florida Dept. of Corrections	(office title)	Florida Dept. of Corrections
501 South Calhoun Street	(address)	501 South Calhoun Street
Tallahassee, FL 32399-2500		Tallahassee, FL 32399-2500

B. The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

C. Other Federal agencies and pass-through entities in accordance with Sections .320 (e) and (f), OMB Circular A-133, as revised.

2. Pursuant to Section .320(f), OMB Circular A-133, as revised, the Contractor shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department of Corrections at each of the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		(name)		Bureau of Procurement & Supply
Florida Dept. of Corrections		(office title)		Florida Dept. of Corrections
501 South Calhoun Street		(address)		501 South Calhoun Street
Tallahassee, FL 32399-2500				Tallahassee, FL 32399-2500

3. Copies of financial reporting packages required by **PART II** of this Contract shall be submitted by or on behalf of the Contractor directly to each of the following:

A. The Department of Corrections at the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		(name)		Bureau of Procurement & Supply
Florida Dept. of Corrections		(office title)		Florida Dept. of Corrections
501 South Calhoun Street		(address)		501 South Calhoun Street
Tallahassee, FL 32399-2500				Tallahassee, FL 32399-2500

B. The Auditor General's Office at the following address:

State of Florida Auditor General
Room 401, Claude Pepper Building
111 West Madison Street
Tallahassee, Florida 32399-1450

4. Any reports, management letters, or other information required to be submitted to the Department of Corrections pursuant to this Contract shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.
5. Contractors, when submitting financial reporting packages to the Department of Corrections for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Contractor in correspondence accompanying the reporting package.

RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 5 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of 5 years from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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EXHIBIT – 1

FUNDS AWARDED TO THE CONTRACTOR PURSUANT TO THIS CONTRACT-CONSIST OF THE FOLLOWING:

Federal Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Matching Resources for Federal Programs:					
Federal Program Number	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category

State Resources Awarded to the Contractor Pursuant to this Contract Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program Number	Funding Source	State Fiscal Year	Catalog of State Financial Assistance Number	CSFA Title or Funding Source Description	*Funding Amount	State Appropriation Category

Total Award						
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For each program identified above, the Contractor shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [http://www.myfloridacfo.com/aadir/statewide_financial_reporting/sefaprogramtitles.pdf] and/or the Florida Catalog of State Financial Assistance (CSFA) [<https://apps.fldfs.com/fsaa/catalog.aspx>]. The services/purposes for which the funds are to be used are included in the Contract scope of services/work. Any match required by the Contractor is clearly indicated in the Contract.

*** This amount is an estimate of the funding amount and subject to change; reference Section III, Compensation of this Contract.**

PRICE INFORMATION SHEET
RFP #11-DC-8313

The Proposer shall submit a flat fixed rate (unit price) for each high school credit earned by participating students enrolled in the contracted program. The flat fixed rate (unit price) shall be inclusive of all supplies and related services as defined herein. No compensation will be provided for failed or incomplete coursework.

UNIT PRICE (Per High School Credit Earned)
\$

PROPOSER'S NAME

SIGNATURE OF AUTHORIZED REPRESENTATIVE

NAME OF AUTHORIZED REPRESENTATIVE

DATE