

Invitation to Negotiate (ITN)



Online High School Diploma and Career Education Program

ITN 21-041

ITN Released: November 30, 2021

Site Visits: December 7-8, 2021 (See Section 4.4 for additional information.)

Deadline for Questions*: 5:00 pm ET December 17, 2021

Replies Due*: 2:00 pm ET February 8, 2021

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*Timeline subject to change. Changes will be communicated through an addendum to this ITN (see Section 4.19)

TABLE OF CONTENTS

TIMELINE	5
SECTION 1 – DEFINITIONS	6
SECTION 2 – INTRODUCTION	8
2.1 Background.....	8
2.2 Statement of Purpose.....	8
2.3 Procurement Overview.....	9
2.4 Department Goals.....	9
2.5 Service Implementation.....	10
2.6 Term of Contract.....	10
2.7 Pricing Methodology.....	10
2.8 Resources.....	10
2.9 Value-Added Services.....	10
SECTION 3 – SCOPE OF WORK	12
3.1 General Description of Services.....	12
3.2 Service Locations.....	12
3.3 Rules, Regulations, and Governance.....	13
3.4 Department Responsibilities.....	13
3.5 Service Areas.....	14
3.6 Performance Measures and Financial Consequences.....	24
3.7 Key Performance Monitoring.....	26
3.8 Overall Contract Compliance Monitoring.....	26
3.9 Instances of Failure.....	26
3.10 Future Transitions and Contract Expiration Tasks.....	27
SECTION 4 – PROCUREMENT RULES AND INFORMATION	27
4.1 General Instructions to Vendors.....	27
4.2 Procurement Officer.....	27
4.3 Questions.....	27
4.4 Mandatory Site Visits and Pre-Reply Conference.....	28
4.5 Special Accommodations.....	29
4.6 Alternate Provisions and Conditions.....	29
4.7 Reply Bond.....	29
4.8 Performance Guarantee.....	29
4.9 Pass/Fail Mandatory Responsiveness Requirements.....	29
4.10 Submission of Replies.....	31
4.11 Contents of Replies.....	35
4.12 Reply Evaluation Criteria.....	37
4.13 Reply Evaluation and Negotiation Process.....	37
4.14 Reply Opening.....	41
4.15 Costs of Preparing Reply.....	42
4.16 Disposal of Replies.....	42
4.17 Right to Withdraw Invitation to Negotiate.....	42
4.18 Right to Reject Submissions and Waiver of Minor Irregularities.....	42
4.19 Addenda.....	42
4.20 Cost/Price Discussions.....	42
4.21 No Prior Involvement and Conflicts of Interest.....	42
4.22 State Licensing Requirements.....	43

4.23	MyFloridaMarketPlace (MFMP) Vendor Registration	43
4.24	Unauthorized Employment of Alien Workers	43
4.25	Confidential, Proprietary, or Trade Secret Material	43
4.26	Vendor Substitute W-9	44
4.27	Scrutinized Companies Certification	44
4.28	Disclosure of Reply Submittal Contents	44
4.29	Advertising Notice of Agency Decision	44
4.30	Protest Procedures	45
SECTION 5 – CONTRACT TERMS AND CONDITIONS		46
5.1	General Contract Conditions	46
5.2	Travel Expenses	46
5.3	E-Verify	46
5.4	State Initiatives	46
5.5	Subcontracts	47
5.6	Copyrights, Right to Data, Patents and Royalties	48
5.7	Independent Contractor Status	48
5.8	Assignment	49
5.9	Force Majeure	49
5.10	Severability	49
5.11	Use of Funds for Lobbying Prohibited	49
5.12	Reservation of Rights	49
5.13	Taxes	49
5.14	Safety Standards	50
5.15	Americans with Disabilities Act	50
5.16	HIPAA Business Associate Agreement	50
5.17	Family Education and Privacy Act (FERPA)	50
5.18	Employment of Department Personnel	50
5.19	Legal Requirements	50
5.20	Conflict of Law and Controlling Provisions	50
5.21	Prison Rape Elimination Act (PREA)	51
5.22	Contract Modifications	51
5.23	Contract Monitoring	51
5.24	Default	51
5.25	Termination	52
5.26	Retention of Records	52
5.27	Indemnification	53
5.28	Inspector General	53
5.29	Cooperation with the Florida Senate and Florida House of Representatives	53
ATTACHMENT I – PRICE INFORMATION SHEET		54
ATTACHMENT II – VENDOR'S CONTACT INFORMATION		55
ATTACHMENT III – REPLY BOND FORM		56
ATTACHMENT IV – PASS/FAIL REQUIREMENT CERTIFICATION AND NON-COLLUSION CERTIFICATION		57
ATTACHMENT V – VENDOR'S REFERENCE FORM		59
ATTACHMENT VI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM		64
ATTACHMENT VII – NOTICE OF CONFLICT OF INTEREST		65

ATTACHMENT VIII – SUBCONTRACTING FORM 66
ATTACHMENT IX – SECURITY REQUIREMENTS FOR CONTRACTORS..... 67
ATTACHMENT X – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA 69

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TIMELINE
FDC ITN-21-041

EVENT	DUE DATE	LOCATION
Release of ITN	November 30, 2021	Vendor Bid System (VBS): http://www.myflorida.com/apps/vbs
Mandatory Pre-Reply Conferences and Site Visits	December 7-8, 2021	See Section 4.4 for information regarding the mandatory site visits.
Last day for written inquiries to be received by the Department	<u>December 17, 2021</u> Prior to 5:00 p.m., Eastern Time	<u>Submit questions to:</u> Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com Subject Line Should Read: ITN-21-041
Anticipated Posting of written responses to written inquiries	January 18, 2022	Vendor Bid System (VBS): http://www.myflorida.com/apps/vbs
Sealed Replies Due and Opened	February 8, 2022, at 2:00 p.m., Eastern Time	<u>Replies should be addressed to:</u> Attn: Stephanie Bergozza, Procurement Officer Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	February 15, 2022, at 2:00 p.m., Eastern Time	<u>Meeting Location:</u> Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	March 2022 – May 2022	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	June 2022	Vendor Bid System (VBS): http://www.myflorida.com/apps/vbs

SECTION 1 – DEFINITIONS

The terms used in this Invitation to Negotiate (ITN), unless the context otherwise clearly requires a different construction and interpretation, have the following meanings:

- 1.1 **Americans with Disabilities Act (ADA)**: Legislation which prohibits discrimination based on disability, which can be found in the Code of Federal Regulations (C.F.R.) at 28 C.F.R. Parts 35 (Title II) and 36 (Title III).
- 1.2 **Business Day**: 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and State holidays.
- 1.3 **Contract**: The formal written agreement resulting from this ITN between the Successful Vendor and the Department.
- 1.4 **Contract Manager**: The Department's employee, or their designee, responsible for performance oversight and operational management of the Contract. The Contract Manager will be designated in the Contract.
- 1.5 **Contractor**: The Successful Vendor, who, upon finalizing the solicitation process, enters into the two-party Contract with the Department for the provision of services sought.
- 1.6 **Correctional Institution (Institution)**: Any prison or other correctional facility, temporary or permanent, in which Inmates are housed under the custody of the Department.
- 1.7 **Corrective Action Plan (CAP)**: A Vendor's written comprehensive plan to remedy deficiencies discovered during the Contract term.
- 1.8 **Cost Reply**: The portion of the Vendor's Reply relating to costs, which must include the completion of Attachment I, Price Information Sheet.
- 1.9 **Department (FDC)**: The State of Florida, Department of Corrections.
- 1.10 **Evaluation Methodology**: The process utilized by the Department to evaluate the portions of each Reply against pre-determined, established evaluation criteria to determine scores and the final ranking of Vendors.
- 1.11 **Exceptional Student Education**: Educational instruction provided outside of the normal range of development, which helps students with disabilities develop mentally, physically, emotionally, and vocationally through the provision of appropriate individualized education.
- 1.12 **HIPAA**: The administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II), which includes requirements for the security and privacy of health data.
- 1.13 **Individualized Education Plan (IEP)**: A document required for students with disabilities under the federal Education for Individuals with Disabilities Education Act (20 U.S.C. Chapter 33).
- 1.14 **Inmate(s)**: An individual who is incarcerated by the Department.
- 1.15 **Major Institution(s) or Parent Institution**: A major correctional institution designated to provide oversight and limited classification services to a Vendor-operated CRC. The Warden of the Parent

Institution is the primary Departmental liaison for the Vendor-operated facility for the Contract term unless otherwise delegated to the Contract Manager.

- 1.16 **Mandatory Responsiveness Requirements**: Terms, conditions, or requirements that must be met by the Vendor to be considered responsive to this ITN.
- 1.17 **Material Deviation(s)**: A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this solicitation, providing a substantial competitive advantage to other Vendors, or having a potentially significant affect on the quantity or quality of services sought, or on the cost to the Department.
- 1.18 **Minor Irregularity**: A variation from the ITN terms and conditions which does not significantly affect the price of the Reply or the quality of services sought and does not give the Vendor a substantial competitive advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department.
- 1.19 **Prison Rape Elimination Act (PREA)**: 28 C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local Institutions and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.20 **Reply(ies)**: A Vendor's written response submitted as an answer to this ITN.
- 1.21 **Responsible Vendor(s)**: A Vendor who has the capability in all respects to fully perform the ITN requirements and the integrity and reliability that will assure good faith performance.
- 1.22 **Responsive Reply(ies)**: A Reply, submitted by a Responsible Vendor that conforms in all material respects to this solicitation.
- 1.23 **Service Location(s)**: Any Department site that receives services under the Contract.
- 1.24 **Student(s)**: An Inmate(s) who receives services under the Contract.
- 1.25 **Subcontract**: An agreement entered into by the Vendor with any other person or organization in which the Vendor delegates its duties related explicitly to securing or fulfilling the Contract.
- 1.26 **Successful Vendor**: The Vendor who receives the award of this ITN and will be performing contractual duties as the prime Contractor under the Contract.
- 1.27 **Test for Adult Basic Education (TABE)**: The Department's assessment tool for Students receiving services under the Contract.
- 1.28 **Value-Added Services**: Additional services and commodities the Vendor may offer the Department, at no additional cost, beyond those services and commodities expressly included in this ITN, which may be unknown to the Department at this time yet meet its overall goals.
- 1.29 **Vendor**: A legally qualified corporation, partnership, or other business entity submitting a Reply to this ITN.
- 1.30 **Warden**: The Department employee, or their designee, responsible for the management and oversight of the day-to-day operations of a Correctional Institution.

SECTION 2 – INTRODUCTION

2.1. Background

The Department is responsible for the supervisory and protective care, custody, and control of approximately 80,000 Inmates and the community supervision of approximately 150,000 offenders. The Department is the third largest state prison system in the United States, with an annual operating budget of approximately \$2.7 billion. The Department has over 144 facilities statewide, including 50 Major Institutions, 17 annexes, seven (7) private prisons (operated by the Florida Department of Management Services (DMS) and not included as delivery locations for the goods or services obtained in this solicitation), 35 work camps, four (4) road prisons/basic training units/forestry camps, three (3) re-entry centers, and 28 community release centers.

The Department has divided the State into four (4) geographic regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida), and Region IV (South Florida). Each Major Institution is supervised by a Warden. Each Warden reports to the Regional Director of Institutions for their assigned region.

The Department's Bureau of Programs seeks an Online High School Diploma and Career Education Program (Program) designed to prepare incarcerated adults for return to the workplace upon release from the Department's custody. According to the U.S. Department of Justice, Bureau of Justice Assistance, and research conducted by the Safety and Justice Program within the Research and Development (RAND) Corporation, "students exposed to computer-assisted instruction relative to traditional instruction learned very slightly more in reading in the same amount of instructional time and substantially more in mathematics."¹ Computer-assisted instruction also offers potential savings to the Department when used in place of a live classroom setting.

2.2 Statement of Purpose

The Department is seeking Responsive Replies from qualified and Responsible Vendors who have a minimum of three (3) years of business/corporate experience, within the last five (5) years, in providing and implementing online high school diploma and career education services. The Successful Vendor will provide Program services to approximately 60 Students in accordance with the [Florida General Appropriations Act 2021, Section 4 – Criminal Justice and Corrections, 714](#).

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

Services must be provided in accordance with the Scope of Work detailed in Section 3 of this ITN. The Successful Vendor will be responsible for the provision of services, including:

- a. An online diploma program consisting of high school course work consistent with Florida's current Department of Education frameworks for adult education;
- b. Printed instructional materials and educational supplies required to secure an Inmate's access to all course content and achieve success in the course requirement(s);
- c. Determination and verification, through receipt of certified transcripts, of the number of high school credits a Student has earned, and how many credits the Student will need to earn a standard high school diploma recognized by the State of Florida;

¹Evaluating the Effectiveness of Correctional Education: A Meta-Analysis of Programs That Provide Education to Incarcerated Adults. https://www.bja.gov/publications/rand_correctional-education-meta-analysis.pdf

- d. Utilization of transcripts to develop an individualized academic educational plan for Students to obtain a standard high school diploma recognized by the State of Florida;
- e. At least one (1) staff member per Service Location to assist in the delivery of the coursework;
- f. Individualized, instruction-based remediation to Students struggling in core curriculum areas;
- g. A final exam or end of course exam meeting Florida standards;
- h. Robust reporting on Student progress, financial and inventory reports, and any other reports the Department may require during the term of the Contract;
- i. All necessary network capabilities required to communicate across the Vendor's online system;
- j. Network operations, repair, maintenance, and updates of all related equipment and software; and
- k. A minimum of 20 individual computer workstations per site (regardless of whether the Program is a cloud-based system) and all necessary assistive technology devices.

2.3 Procurement Overview

The Department is seeking Responsive Replies from Responsible Vendors to establish a multi-year Contract providing innovative solutions for an online high school diploma program. The Department is inviting creative solutions from interested Vendors. The Successful Vendor's solution shall be all-inclusive of any supportive services required to operate the Program smoothly and successfully.

The process for evaluating and selecting a Vendor will consist of two (2) phases. The first phase involves evaluation of the submitted Responsive Replies to the ITN, which will result in the selection of Vendors to proceed to the negotiation phase. In the second phase, Vendors will be asked to provide a presentation of their Responsive Reply. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase will culminate in one (1) or more Vendors receiving a request from the Department to submit a Best and Final Offer (BAFO) which should include: (1) a revised statement of work; and (2) revised pricing.

2.4 Department Goals

The Department must provide the level of educational support required by law, while achieving strategic improvements in programs that support the rehabilitation and restoration of Inmates and prepare them for success upon release. It is the Department's goal to develop and improve Inmates' readiness to return to their communities and become productive citizens, equipped to move forward with their lives and not return to prison.

The Department's goals for this ITN are:

- Establish a single Contract with an experienced, qualified, responsive, and Responsible Vendor able to provide all the services contemplated within this ITN;
- Provide individualized programming and services to Inmates based on their identified needs;
- Reduce recidivism while enhancing public safety and promoting post-release success;
- Create an educational foundation that will enable Students to become more employable, productive, and self-sufficient citizens;
- Improve the quality of the employment opportunities for Inmates to maximize their pay and career prospects upon release;
- Develop Students' skills necessary to attain basic and functional literacy;

- Improve grade level equivalency of Students who demonstrate skills between the fifth (5th) grade and ninth (9th) grade levels performance;
- Prepare Students for entry into post-secondary academic institutions and vocational programs; and
- Contract with a sufficiently flexible and scalable partner to meet and ensure the Department's educational security and technology requirements.

2.5 Service Implementation

The Department intends to enter a Contract upon award of this ITN. The Successful Vendor must have the capability to begin implementation of services within 90 days of Contract execution, allowing full implementation within 120 days of Contract execution.

2.6 Term of Contract

The Contract's initial term shall be three (3) years. At its sole discretion, the Department may renew the Contract for up to three (3) additional years, or portions thereof, per Section 287.057(14), F.S., at the same prices, terms, and conditions. Any renewal shall be contingent, at minimum, on satisfactory performance of the Contractor, as determined by the Department. If the Department desires to renew the Contract, it will provide written notice to the Vendor no later than 90 days before the Contract's expiration.

2.7 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State. Therefore, interested Vendors must submit a Cost Reply, utilizing Attachment I, Price Information Sheet, along with their proposed solution (Technical Reply). Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost-effective and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply per the instructions in Section 4.10 of this ITN.

The Successful Vendor shall request payment via a fixed rate (unit price) per high school credit hour earned. To ensure the Department obtains services at the best value, the Department reserves the right, during the negotiation phase of the ITN process, to consider alternate pricing models, Service Locations, or service offerings. A Vendor may propose such innovative solutions or alternate pricing models in **TAB F** of their Reply.

2.8 Resources

The Department's related policies and procedures may be reviewed at the link below.

<http://uat.fdc-wtws001.fdc.myflorida.com/business/itn-21-041.html>

2.9 Value-Added Services

To further assist the Department in achieving the goals of this ITN, Vendors are encouraged to include innovative Value-Added Services in their Replies. If accepted by the Department, any Value-Added Service offered by a Vendor will become a requirement(s) of the Contract. The Vendor's Reply should include a detailed description of any Value-Added Services the Vendor is offering the Department. These services would be in addition to those services that meet the minimum requirements and specifications included in Section 3 of this ITN, and any subsequent negotiation, which are provided by the Vendor at no cost to the Department or its Students.

The Department welcomes the Vendor's Value-Added Services that relate to the Department's goals for this ITN. The Department is interested in reviewing Vendor-proposed Value-Added Services that would benefit its educational programs. While Value-Added Services are considered in the Evaluation Phase of this ITN, Vendors are not required to propose any Value-Added Services to be considered responsive to this ITN.

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SECTION 3 – SCOPE OF WORK

3.1 General Description of Services

The Department is seeking Program services through an accredited, online school that offers career-based, online high school diplomas recognized by the State of Florida and designed to prepare adults for transition into the workplace. Services shall include any printed instructional materials and educational supplies required to secure access to online course content and complete coursework successfully. The Successful Vendor shall act in good faith during the negotiation and performance of the Contract.

The Successful Vendor shall meet all requirements and performance measures relating to the service areas identified herein. These service areas are described in additional detail below and include the following:

- General Program Management
- Educational Programming
- Information Technology Requirements

3.2 Service Locations

3.2.1 Service Location Overview

The Vendor shall provide Program services at the following locations:

Service Locations	Approximate number of Students
Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060	20
Lowell Correctional Institution Annex 11120 NW Gainesville Road Ocala, Florida 34482	20
Holmes Correctional Institution 3142 Thomas Drive Bonifay, Florida 32425	20

3.2.2 Service Location Changes

The Department reserves the right to add, remove, or change a Service Location upon 30 days' written notice to the Vendor, if in the best interest of the Department. Such changes, additions, or removals will be accomplished by a formal Contract amendment.

3.2.3 Service Times

The Vendor shall provide Students with access to continuous online educational course content, from 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. The Vendor may not change its service times without prior written approval from the Contract Manager.

3.3 Rules, Regulations, and Governance

- 3.3.1** The Vendor shall provide all services in accordance with all applicable federal and State laws, rules, and regulations, including Chapter 33, Florida Administrative Code (F.A.C.); Chapter 1002, Part II, and Chapter 1003, Part V, F.S.; Title 20, United States Code (U.S.C.), Section 1232g, Family Educational Rights and Privacy Act, and 20 U.S.C. Chapter 33, Education of Individuals with Disabilities; and the Department's rules and procedures. All such laws, rules, and regulations, current 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 in complete compliance with all such procedures, rules, and regulations.
- 3.3.2** The Vendor shall ensure that all its staff providing services under the Contract comply with prevailing ethical and professional standards, statutes, rules, procedures, and regulations, as applicable.
- 3.3.3** The Vendor shall comply with all federal and State laws and rules governing Students' educational privacy rights.
- 3.3.4** The Vendor shall comply with the Department's procedure 208.052, Filing and Processing Discrimination Complaints, which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status, or disability, shall be excluded from participation in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

The Department's non-discrimination policy can be found on the Department's public website <http://dcweb/co/pm/208.052.pdf>.

- 3.3.5** Should any applicable laws, standards, rules, regulations, Department procedures, or directives change during this Contract term, the updated version will take precedence.
- 3.3.6** The Vendor shall fully comply with the Americans with Disabilities Act.

3.4 Department Responsibilities

- 3.4.1** The Department will refer Inmates who do not have a standard high school or General Education Development (GED) diploma to participate in the Program, and will select participants based on a review of their age, security status, and other relevant factors. The Department will partner with the Vendor to coordinate the participation of each Student referred to the Program. The Department reserves the sole right to deny or terminate any Student's participation in the Program.
- 3.4.2** To the extent possible, the Department will ensure that Students enrolled in the Program remain at the same Service Location for the duration of their services; however, the Department may transfer a Student to another Institution due to security requirements, medical or mental health treatment needs, court orders, or other requirements consistent with the Department's mission.
- 3.4.3** The Department will provide the Vendor access to each enrolled Exceptional Student Education (ESE) Student's current Individualized Education Plan (IEP). Currently, less than five percent (5%) of the Department's Students have IEPs.

- 3.4.4 The Department will provide classroom space within the secure perimeter of the Service Locations, described in Section 3.2.
- 3.4.5 The Department will assess Students enrolled in the Program using the Test for Adult Basic Education (TABE) and provide quarterly assessment results to the Vendor.
- 3.4.6 The Department will provide the Vendor access to all applicable Department rules and regulations. The Department will inform the Vendor of any regulatory or operational changes impacting the delivery of Program services.

3.5 Service Areas

3.5.1 General Program Management

The Successful Vendor shall ensure quality, compliance, and oversight of all Program services delivered to the Department under the Contract. General Program Management Services are those that apply broadly to all aspects of the Contract, and include, but are not limited to, staffing, reporting, quality assurance, and any other administrative function.

The Department previously received online educational services through an AdvancED/SACS accredited online school district that offered career-based online high school diplomas designed to prepare adults for transition into the workplace. The Department seeks to establish a Contract with a Vendor who can ensure high-quality services by delivering virtual academic courses, aligned with current Florida Standards, resulting in a high school diploma.

General Program Management (GPM) Requirements	
No.	Requirement
GPM-001	The Vendor shall provide its own administrative functions and support services (e.g., support staff, telephone service, secretarial or clerical support). All Staff provided under the Contract will be hired by the Vendor and will not be considered employees of the Department.
GPM-002	The Vendor shall maintain positive, constructive, and effective working relationships with the Department’s staff, the judiciary, criminal justice system, community, and the Department’s other contractors, as required to support the Contract.
GPM-003	The Vendor shall be accredited through Cognia™ and shall maintain its accreditation throughout the term of the Contract.
GPM-004	The Vendor shall comply with the Department’s policy regarding non-discrimination, which states, “No person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract.”
GPM-005	The Vendor shall be responsible for all costs associated with providing technical support for setting up, installing, and maintaining the Program equipment.
GPM-006	The Vendor shall provide all supplies and equipment required for service provision, including: <ul style="list-style-type: none"> a. All software and courseware; b. All instructional materials, supplies, and equipment; and

General Program Management (GPM) Requirements	
No.	Requirement
	c. All consumable supplies required for a Student's participation and completion of coursework, including, but not limited to, writing materials (pens, pencils, paper, and highlighters) and headphones if the coursework has auditory portions.
GPM-007	The Vendor shall maintain or replace all Program equipment and materials to ensure they remain in good working order including, but not limited to, any office furniture and chairs, computer workstations, supplies, and Program curriculum required to provide services.
GPM-008	The Vendor may utilize any existing telephone lines dedicated to the Program area for internal institutional communication, upon approval by the Service Location's Warden. If the Vendor utilizes any existing phone lines for off-site access, the Vendor will provide payment for use of that line, deducting the associated cost for use from its monthly invoice to the Department.
GPM-009	The Vendor's staff providing services onsite at Service Locations shall complete any Department-required mandatory training, as directed by the Warden. The mandatory training may take as long as two (2) days to complete. This includes training courses on entry and exit procedures, interacting with Inmates, the Prison Rape Elimination Act (PREA) training, and other institutional processes.
GPM-010	If requested by the Department, the Vendor shall provide up to 40 hours of training annually to Department staff, at no additional cost. Training topics shall be relevant to the services provided under the Contract, and attendees will be selected by the Contract Manager.
GPM-011	Once per month, the Vendor will facilitate a meeting with staff members providing Program services at all Service Locations and the Contract Manager via teleconference or in-person in order to provide guidance, coaching, Program updates, and resolution of problems or areas of Contract non-compliance. The Vendor shall participate in other meetings regarding the Program as required by the Department.
GPM-012	The Vendor shall perform monthly inspections of the Program space provided by the Department and shall immediately notify the Warden of any findings or issues observed.
GPM-013	<p><u>Staff Background/Criminal Records Checks</u></p> <p>The Vendor's staff assigned to the Contract shall be subject to, at the Department's discretion and expense, a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) Level I background check. This background check will be conducted by the Department before any staff may enter a Service Location and may occur or re-occur at any time during the Contract term.</p> <p>a. The Department has complete discretion to require the Vendor 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 is 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 Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. To carry out the background check, the Vendor shall provide the Department the following data for any individual assigned to the Contract: full name, race, gender, date of birth, social security number, driver's license number, and the state of issuance.</p> <p>b. The Vendor's staff providing services shall also submit to a Level II background check/fingerprinting for submission to the Federal Bureau of Investigation (FBI) at</p>

General Program Management (GPM) Requirements

No.	Requirement
	<p>the Vendor's expense. The Vendor shall not consider new staff as permanent until the Department receives a favorable report from the FBI.</p> <p>c. The Vendor shall ensure that all needed information for the FCIC/NCIC background check conducted is provided before any new staff are assigned to work under the Contract. The Vendor shall not assign an individual to work under the Contract who has not had an FCIC/NCIC background check completed and been cleared by the Department for entry into a Service Location.</p> <p>d. No person who has been barred from any Department Institution or facility shall provide services under the Contract without prior written approval from the Contract Manager.</p> <p>e. 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 Vendor from hiring the proposed employee. However, two (2) years with no criminal history is preferred.</p>
GPM-014	<p>Students are precluded from any supervision or placement in the Program where pre-existing or continuous close personal relationships exist between the Student and any Vendor staff. It is the responsibility of the Vendor to advise the Contract Manager of any known pre-existing close personal relationships between staff and Student(s). Rule 33-208.002(26), F.A.C. applies to the Program, which stipulates that marriage between employee and Student is prohibited.</p>
GPM-015	<p><u>Tuberculosis (TB) Screening</u> The Vendor shall ensure all staff performing services under the Contract are screened or tested for TB before the start of service delivery, as appropriate, and screened or tested annually after their initial screening. The Vendor shall provide the Service Location's Environmental Health & Safety Officer (EHSO) with proof of testing before a staff member's start of service delivery and annually thereafter.</p>
GPM-016	<p>On a monthly basis and in a format approved by the Contract Manager, the Vendor shall submit a <u>Monthly Program Report</u> delineating the purchase and installation of any new training systems, materials, equipment, and supplies, per Service Location. This report shall include the online system's uptime, including 1) the number of hours the online educational service platform was available and operational, and 2) the number of hours the online education service platform was supposed to be available and operational under the terms of the Contract. The Vendor shall ensure its regularly-scheduled system maintenance occurs outside of the service times required in the Contract.</p>
GPM-017	<p>On a quarterly basis, the Vendor shall provide a <u>Quarterly Performance Report</u> to the Department addressing its compliance with the service requirements of the Contract. The Vendor's Quarterly Performance Report must be in a format approved by the Contract Manager.</p>
GPM-018	<p>At the conclusion of the Contract term, the Vendor shall provide the Department a Final Service Report that includes a summary of all courses provided to Students, the number of Students who participated in the Program, the number of Students who completed the Program, the number of Students who earned a high school diploma, the number of Students who earned high school credits, and the total number of high school credits earned for per Student. The Vendor's <u>Final Service Report</u> shall also include the number of Students who exited the Program before completion.</p>

General Program Management (GPM) Requirements	
No.	Requirement
GPM-019	Upon request of the Department, the Vendor shall provide any additional ad-hoc reports or information required for the Department to respond to grievances, inquiries, complaints, and other questions raised by Students or other parties. The Vendor shall provide ad-hoc reports requested by the Department within 72 hours of the request.
GPM-020	<u>Security Requirements for Contractors</u> The Vendor and its staff shall comply with Attachment IX, Security Requirements for Contractors, and each Institution's security policies. Violations of these rules may result in termination of the Contract. The Vendor shall contact, within 10 calendar days of execution of the Contract, all Service Locations, to obtain a copy of any specific institutional operational policies.
GPM-021	<u>Staff Conduct and Safety Requirements</u> The Vendor shall ensure that its staff adhere to, and are provided with, a copy of the Department's standards of conduct and safety requirements. The Vendor shall maintain a documented receipt of such notification in each staff member's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.
GPM-022	The Vendor's staff shall not display favoritism to or preferential treatment of one Student or group of Students over any other.
GPM-023	The Vendor's staff shall not interact with any Student, except in a relationship that supports services under the Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from a Student or a Student's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report any violations or attempted violations of these restrictions to the Contract Manager. No staff member shall give any gifts, favors, or services to Students, their families, or close associates.
GPM-024	The Vendor's staff shall not enter into any business relationship with Students or their families (for example – selling, buying, or trading personal property) or personally employ them in any capacity. Unless approved in writing by the Contract Manager, the Vendor's staff shall not have outside contact (other than incidental contact) with a Student, a Student's family, or close associates, except for those activities that fulfill the service requirements of the Contract.
GPM-025	The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
GPM-026	The Vendor's staff shall not engage in any criminal conduct or conduct that would discredit the Vendor or the State. In providing services under the Contract, the Vendor shall ensure that its staff avoids both misconduct and the appearance of misconduct.
GPM-027	The Vendor shall immediately report any new arrest, criminal charge(s), or conviction(s) of a current employee providing services under the Contract. The Vendor shall make a full written report to the Contract Manager within 24 hours if an employee has a criminal charge filed against them, an arrest, or receives a notice to appear for violation of any criminal law involving a misdemeanor, felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff knows of any violation of the law or Department procedure.

General Program Management (GPM) Requirements	
No.	Requirement
GPM-028	The Vendor shall not permit any person under the supervision or jurisdiction of any parole, probation, or correctional authority to provide services under the Contract. Persons under any such supervision may work for other elements of the Vendor's company that are independent of the Program and services provided in the Contract, provided the Vendor ensures those persons have no contact with Students or access to any Student or other records relating to the Contract.
GPM-029	The Vendor shall report any violation, attempted violation, or incident regarding staff conduct and safety requirements to the Contract Manager within 24 hours of discovering such violation, attempted violation, or incident. The Vendor's report shall include any action or investigation the Vendor will undertake. Failure to report violations, attempted violations, or such incidents may result in termination of the Contract.
GPM-030	The Vendor will comply with the terms of Attachment X, Business Associate Agreement for HIPAA.
GPM-031	The Vendor shall establish and maintain a system to ensure any staff and subcontractors providing services under the Contract are knowledgeable of, and adhere to, all applicable statutes, rules, and Department policies and procedures.
GPM-032	The Vendor shall submit an Initial Staffing Plan with its Reply, and then submit a Final Staffing Plan for the Department's review and approval, prior to service implementation and within 10 business days of Contract execution. This Staffing Plan must identify all anticipated positions and ensure compliance with the requirements outlined in this ITN. The Vendor shall update its Staffing Plan quarterly, as needed, or as determined by the Contract Manager.
GPM-033	The Vendor shall ensure appropriate staffing levels under the Contract, in accordance with its Department-approved Final Staffing Plan. The Vendor shall ensure that staff providing services are highly trained and qualified and are able to provide services at the level of competency required for each position.
GPM-034	The Vendor shall maintain communication with the Contract Manager, who will refer decisions related to security policies and procedures to the Office of Institutions. The Contract Manager, will address all issues relating to delivery of educational services, invoicing, payment, and other contractual obligations.
GPM-035	The Vendor shall provide a Preliminary Implementation Plan in its Reply and provide a Final Implementation Plan to the Department for approval within 15 calendar days of Contract execution. Both the preliminary and final versions of this plan shall include a timeline listing all major implementation activities through full implementation, with all responsible parties identified.
GPM-036	<p>The Vendor shall maintain the appropriate insurance coverage as necessary to provide reasonable financial protection for the Vendor and the Department under the Contract. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additionally named insured on the Vendor's insurance related to the Contract. Upon the execution of the Contract, the Vendor shall furnish the Contract Manager 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.</p> <p>If the Vendor is a State agency or subdivision as defined in Section 768.28, F.S., the Vendor shall furnish the Department, upon request, written verification of liability</p>

General Program Management (GPM) Requirements	
No.	Requirement
	protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.
GPM-037	The Vendor shall develop, implement, and manage a system for tracking and ensuring its timely response to all Inmate grievances and inquiries, or complaints made by Inmates or individuals on their behalf (family members, personal representatives, elected officials, the Executive Office of the Governor, etc.), for issues involving services the Vendor will provide under the Contract. The Vendor shall respond to such grievances in strict compliance with current laws, rules, regulations and procedures.
GPM-038	The Vendor shall ensure its staff report any incident(s) to the Department per Procedure 602.008, Incident Reports-Institutions.
GPM-039	The Vendor shall ensure its staff submit to the security and search protocols required to gain entry at any Service Location.
GPM-040	The Vendor shall provide Program oversight and management, ensuring Contract compliance, implementation of changes to statute or rule, and improvements in service delivery as identified by the Vendor's analysis of Program effectiveness.

3.5.2 Educational Programming

Previously, the Department contracted with a Vendor to provide online education services via Vendor-established computer labs at various locations throughout the State. The Department is now seeking to partner with a Vendor to provide all hardware, software, and networking capabilities required for services at three (3) of its Institutions.

Educational Programming (EP) Requirements	
No.	Requirement
EP-001	The Vendor shall provide an online high school diploma and career education Program to 20 Students at a time at each Service Location. The Vendor shall deliver course content in a manner that supports the goals of this ITN, and with the resources, capabilities, and procedures to maximize Student success.
EP-002	The Vendor shall maintain the resources, capability, and capacity for conducting research and development of the Program in such areas as curriculum design and development, career-based course expansion, workforce preparation, and support capabilities.
EP-003	The Vendor shall provide and update all Program materials, including audiovisual materials, workbooks, and other materials (writing tablets, pens, pencils, pocket portfolios, Student files, file labels, etc.) for each Student, including materials for ESE Students. The Vendor shall distribute new materials quarterly, or more frequently if needed for current Students, and upon the entry of new Students into the Program.
EP-004	The Vendor shall obtain signed authorization forms from Students to allow the Vendor to request certified transcripts and other educational records, as needed. Upon Vendor request and to the extent resources allow, the Department's education staff will assist in obtaining signed authorization forms from Students for the Vendor's use in obtaining prior educational records from the appropriate educational jurisdictions. The Vendor shall maintain a copy of each Student's signed authorization form and shall provide a copy to the Department within 72 hours of request.

Educational Programming (EP) Requirements	
No.	Requirement
EP-005	The Vendor shall review Students' certified transcripts and prior educational records to verify credits received and determine the number of credits a Student has earned and will need to obtain in order to receive a standard high school diploma. The Vendor's review shall include determining the transferability of any credit the Vendor may accept from a Student's prior educational institution. The Vendor shall use its review and verification to develop an academic education plan (AEP) for each Student to determine the courses and benchmarks needed to obtain a high school diploma through the Program. Each AEP must include a timeline for the Student course completion.
EP-006	The Vendor shall provide the Department with copies of Students' transcripts it receives, and a report of each Student's accepted and transferable credits from the Student's previous educational institution.
EP-007	<u>Curriculum and Course Content</u> The Vendor's curriculum shall be research and evidence-based and shall align with, and based upon, the strengths and lessons of the current Florida Department of Education (FDOE) frameworks for adult education. All curriculum must be based on rigorous content and the Student's application of knowledge through higher-order thinking skills.
EP-008	<u>Assessment and Remediation</u> The Vendor shall assess each Student's progress toward achievement of their high school diploma, in accordance with the Student's AEP.
EP-009	The Vendor shall provide instructional support services, accommodations, and interventions, including assistive technology devices or services, for ESE and other Students with disabilities who require such accommodations to complete the coursework successfully. The Vendor shall provide services in accordance with each ESE Student's IEP, as provided by the Department in accordance with 3.4.3.
EP-010	The Vendor shall assess and track Students' progress through the Program and provide remediation services for Students, as necessary, to maximize Student success. The Vendor must have the resources, capabilities, and procedures to provide individualized instructional remediation to Students who receive failing grades on their assessments.
EP-011	For each deficient subject area, the Vendor shall provide a Student with a minimum of 10 hours remediation through their online platform. The Department's education staff will retest Students upon completion of prescribed remediation to determine whether any subject area remains deficient.
EP-012	On a monthly basis, the Vendor shall provide the Department a <u>Monthly Student Report</u> , which shall delineate the following information by Student and Service Location: <ol style="list-style-type: none"> 1) Student's name; 2) Student's DC number; 3) Site location; 4) IEP including a timeline for course and Program completion; 5) Name of the credit course(s) in which the Student is currently enrolled; 6) Number of hours of services provided to the Student during the reporting period; 7) Number of high school credits the Student earned in the Program to date that count towards Program completion; 8) Whether the Student has completed the Program; and 9) Whether the Student earned a high school diploma.
EP-013	<u>Course Completion Rate</u> The Vendor shall ensure that no fewer than 50% of Students enrolled in the Program complete at least one (1) course towards Program completion per Service Location, every three (3) month period ("Quarterly Completion Rate"). The Quarterly Completion

Educational Programming (EP) Requirements	
No.	Requirement
	<p>Rate shall be based on a rolling 12-month period and shall be calculated as the total number of courses completed by Students per three (3) month period, divided by the total number of Students enrolled per the same three (3) month period.</p> <p>a. The first three (3) months of service delivery at each Service Location shall not be included in these calculations.</p> <p>b. Any month during which a Service Location has five (5) consecutive Business Days of Program inactivity due to no fault of the Vendor will be excluded from that Service Location's Quarterly Completion Rate. In this case, the most recent three (3) months of continuous data will be used, excluding the month with five (5) days of Program inactivity, as described herein.</p>
EP-014	<p><u>Post-Program Performance</u></p> <p>The Vendor shall ensure that all Students demonstrate post-secondary readiness by requesting the Department administer the TABE to each Student who completes the Program. The Vendor shall provide remediation services to Students who complete the Program but fail to pass the TABE assessment.</p>
EP-015	<p>The Vendor shall issue a standard high school diploma to every Student who successfully completes the Program requirements <u>and</u> secures a 550 scaled score or higher on a D-Level or higher TABE test administered by the Department's education staff.</p>
EP-016	<p>The Vendor shall issue an unofficial transcript to every Student upon graduation from the Program and shall provide a copy to the supervising teacher's aide at the Service Location. Subsequently, during the term of the Contract, the Vendor shall also supply a copy of this transcript to the Department upon request.</p>
EP-017	<p>If a Student graduate requests an official transcript be sent to a post-secondary institution, the Vendor shall send an official transcript to the requested institution. If the Student transfers to another high school before graduating from the Vendor's Program, the Vendor will send the high school an official transcript upon request.</p>
EP-018	<p><u>Minimum Staff Qualifications</u></p> <p>a. The Vendor shall provide an appropriate level of trained staff to provide effective service delivery as outlined herein. The Vendor shall ensure that all staff providing services have a minimum of a high school diploma or equivalent.</p> <p>b. The Vendor shall not designate individuals to work under the Contract who possess temporary work visas or require sponsorship for employment.</p> <p>c. All Vendor staff providing services under the Contract shall understand and speak English fluently to allow for effective communication between Vendor staff, Department staff, and Students.</p>
EP-019	<p><u>Staff Availability</u></p> <p>The Vendor shall ensure the availability of appropriate staffing, as necessary to meet the service requirements described in this ITN, at each Service Location during the Program hours of 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. The Vendor shall develop and maintain a Staffing Plan that allows coverage of absences by other Vendor staff who have received security clearance to enter the Service Location. This Staffing Plan shall also document the Vendor's efforts to recruit and retain staff, ensuring all vacancies are filled. The Vendor shall notify the Contract Manager of all staff absences, whether planned or unplanned.</p>
EP-020	<p>The Vendor shall provide at least one (1) staff member, per Service Location, Monday through Friday, 8:00 a.m. to 5:00 p.m., excluding State holidays, to supervise Students' use of computer workstations, Student access to the Vendor's online content, maintain student records, and track Students' progress. The Vendor's staff shall collaborate with</p>

Educational Programming (EP) Requirements	
No.	Requirement
	the Assistant Warden of Programs who may be present while Program services are rendered. The Vendor shall ensure that each staff member present at a Service Location is thoroughly trained and highly knowledgeable of the Program's service requirements.

3.5.3 Information Technology Requirements

Due to the Department's limited network resources, the Vendor will be required to establish and maintain its own information technology network to provide services. The Department will provide approval and oversight of the following requirements.

Information Technology (IT) Requirements	
No.	Requirement
IT-001	The Vendor shall adhere to all applicable procedures and standards of the Department's Office of Information Technology (OIT) relating to the Program's operation.
IT-002	The Vendor shall maintain the capacity to provide all software and systems support critical to the Program services required under the Contract. The Vendor must have approval from the Department for its network connectivity plan before installation or use.
IT-003	The Vendor's learning platform must be compatible with Windows 10 or higher operating systems and the most current Microsoft Edge or Google Chrome browsers. The Vendor shall provide platform upgrades, as needed, to meet the minimum support requirements of Microsoft Office 365.
IT-004	The Vendor's learning platform shall provide administrator access to the Department for control functions and audit capabilities. The Department's administrators shall control all access to the learning platform, and all administrative activity must be logged and reviewable.
IT-005	The Vendor's learning platform shall have user-level access control for each Student, including a unique username or number and strong password requirements.
IT-006	The Vendor shall provide technical support to the Department and Students from 8:00 a.m. through 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. This support shall assist with resolving all issues relating to Student use of the computer equipment and application software required to participate in the Program.
IT-007	The Vendor shall ensure Student access is limited to the Vendor's educational site at all times, and the intended educational Program only. The Vendor shall provide supporting proof or evidence of this to the Department at any time.
IT-008	The Vendor shall ensure all Department user activity in its online learning platform is logged. This log shall include, but not be limited to, all Department user identities, originating IP addresses, learning platform action dates and times, and all learning platform resources accessed. The Vendor will provide these logs to the Department within 48 hours of the Department's request.
IT-009	Upon request, the Vendor shall permit the Department to conduct on-site audits of the Vendor's Program and network at any related server or network location.
IT-010	The Vendor shall provide the Department with the ability to audit and monitor all live Department-user activity (network connection and Program-related). This includes the ability to access all network resources, including those in the Vendor's host environment, to confirm all necessary network controls are enforced.

Information Technology (IT) Requirements	
No.	Requirement
IT-011	The Vendor will provide the Department with a reporting dashboard that allows viewing of daily classroom activity at any time.
IT-012	The Vendor shall maintain and provide, upon request, all Student records of Program and network-related activities for a minimum of five (5) years.
IT-013	The Vendor shall acquire prior Department approval for all internet destinations and uses before they are included for use in the Program and made available to any Student.
IT-014	The Vendor shall immediately notify the Department of any online use at unapproved sites or network failures. The Vendor shall ensure that Students do not have access to any online or network resources beyond the approved educational site(s) should a failure occur.
IT-015	The Vendor shall keep a complete record of any content or network failure and shall provide the record to the Department upon request.
IT-016	The Vendor shall identify and immediately notify the Department of any suspected incident of attempted or successful unauthorized access or changes to the online education content or network. If compromised, the affected network(s) shall be made unavailable to Students until the Department confirms the network's security and authorizes the re-establishment of Program services.
IT-017	The Vendor shall acquire Department approval before any change in Program content or configuration.
IT-018	The Vendor shall provide the Department with the means to terminate the Program sessions at any time.
IT-019	The Vendor's network connections shall enter and terminate in a Service Location, only as approved by the Department, and to destinations that provide a locked environment (e.g., a room secured by a keyed or digital locking system or a locked box in which the equipment can be placed) to which the Department has equal access.
IT-020	<u>Wireless Connectivity</u> The Vendor shall not use any wireless network connectivity without WPA-2 encryption and the Aruba MAC-AUTH Authentication Method.
IT-021	<u>Change Management</u> The Vendor shall not make changes to the proposed technology solution, including the Proposed Network, without the prior written approval of the Department. The Department's change management process includes expedited approval for emergency system failure changes.
IT-022	The Vendor shall mark its equipment and shall color-code all cabling serving its equipment to distinguish it from any other cabling.
IT-023	The Vendor shall provide backup management, disaster recovery, and data loss protection for all Program data.
IT-024	The Vendor shall report all system failures to the Department within 30 minutes of an occurrence. The Vendor's report must include the date of failure, duration of failure, Service Location, and the number of workstations impacted.
IT-025	The Department's preferred learning application for academic programming within Department institutions is ATLO Software, LLC. The Vendor shall utilize ATLO Software, LLC, or provide an online learning application that meets or exceeds the capabilities and security features of the ATLO learning application. Any software application proposed by the Vendor for use under the Contract must be currently operational in an educational setting. Applications that require customizations or enhancements to meet the requirements of the Program may be acceptable if the

Information Technology (IT) Requirements	
No.	Requirement
	application itself is currently in use in other educational settings. Undeveloped applications or those only utilized in a testing environment shall not be considered by the Department, and Replies received based solely on undeveloped software solutions will be considered non-responsive to this ITN.
IT-026	<u>Software Development Plans</u> : The Vendor shall maintain an adequate number of staff members with the appropriate skill levels and locations pertinent to customizing and maintaining software for the Contract. The Vendor shall have the ability to integrate Department-provided content into the proposed software.
IT-027	<u>Software Quality</u> : The Vendor shall ensure quality software engineering practices, including, at minimum, certification under the ISO 20001 series, Capability Maturity Model Integration (CMMI), or other recognized quality practice standards and maturity level certifications. The Vendor shall also have a software elevation process and controls over that process to ensure quality assurance. The process should show the expected interaction with and role involvement of the Department in the assurance and control of capabilities and elevation management. Additionally, the Vendor shall maintain the program's rollback features or process to allow for any problem recovery from unforeseen events or issues.
IT-028	<u>Software Support</u> : The Vendor shall have a process to manage prioritization, development, and delivery of ongoing enhancement requests and defect solutions.
IT-029	At the end of the Contract, all Vendor-installed network equipment, cabling, and connections at Service Locations will become the Department's property.
IT-030	<p>The Vendor shall provide a sufficient number of computer workstations for Student use at each Service Location. Workstations may be either desktops or laptops but may not be tablets or other handheld devices. Workstations must be comparable with the Department's standard hardware and software, as outlined below:</p> <p style="text-align: center;"><u>Hardware</u></p> <ul style="list-style-type: none"> • Dell OptiPlex 3040 Desktop Workstation • Intel Core i3 (6100) 3.7 GHz Processor w/ 3MB Cache • 4.0 GB DDR3L 1600MHz SDRAM - 1DIMM • 16X DVD+/-RW SATA Drive • 500 GB Serial ATA Hard Drive 7200RPM • 19" Flat Screen LCD Monitor Black • USB two (2) button Mouse Black • USB Standard Keyboard Black • Stereo Headphone Jack • Dell AX210 External Speakers • Mouse Pad <p style="text-align: center;"><u>Software</u></p> <ul style="list-style-type: none"> • Windows 10 Professional Operating System • Internet Explorer 11.0 or higher • CD/DVD Burning software • MS Office 2016 or Office 365 • Antivirus software

3.6 Performance Measures and Financial Consequences

The Department desires to contract with a Vendor who is willing to be held accountable for their performance under the Contract. The Department has developed the following Performance

Measures, intended to incentivize the Vendor's performance and delivery of services. Listed below are the key Performance Measures deemed most crucial to the success of the Program and the financial consequences that the Department will assess if the Vendor does not meet the expectation below. Any exception to the Department's assessment of the related financial consequence must be requested from the Contract Manager, in writing by the Vendor, and the Vendor must not have contributed to any cause(s) of noncompliance in any manner.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequence
PM-001	Monthly Program Report	All Monthly Program Reports must be received by the Contract Manager by the last day of the month after the month in which services were rendered.	Per occurrence	\$50 per calendar day for each day this report is not received after the date due
PM-002	Monthly Student Report	All Monthly Student Reports must be received by the Contract Manager by the last day of the month after the month in which services were rendered.	Per occurrence	\$250 per calendar day for each day this report is not received after the date due
PM-003	Program availability	Online educational course content must be available to Students from 8:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays.	Per occurrence	\$100 per hour, or portion of an hour, that the online educational course content is unavailable to Students during the required timeframe
PM-004	Course completion rate	The Vendor's Quarterly Completion Rate must meet or exceed 50%	Quarterly	\$1,000 per quarter if the Quarterly Completion Rate is less than 50%
PM-005	Demonstration of post-secondary readiness	80% of all Students who complete the Program will achieve a passing score on the TABE and be eligible for a high school diploma	Quarterly	\$500 per percentage, or portion of a percentage point, if less than 80% of Program completers pass the TABE and eligible for a high school diploma
PM-006	Repeat Deficiencies	The Vendor shall correct all deficiencies identified during a contract monitoring event, as required in their Department-approved CAP, before the next subsequent monitoring event.	Per Occurrence	One percent (1%) of the annual Contract value, per repeated deficiency that has not been corrected.

3.7 Key Performance Monitoring

The Contract Manager will monitor the Vendor's service delivery no less than quarterly, or as appropriate, to determine if the Vendor has achieved the required level of performance for each Performance Measure in the Contract. The Vendor must advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from completing the above-outlined performance measure within the timeframes specified.

By responding to this ITN, the Vendor expressly agrees to the assessment of financial consequences, in addition to all other remedies available to the Department by law or in equity. The Contract Manager will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 Business Days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit for the amount of the financial consequences due on its next monthly invoice. The Vendor shall document the amount of financial consequences assessed and credited on any such invoice.

3.8 Overall Contract Compliance Monitoring

The Department shall monitor the Vendor's compliance with the Contract requirements as determined to be necessary by the Department. The Department will develop a contract monitoring tool in accordance with the requirements of the Contract that will be utilized to review the Vendor's performance. Such monitoring may include, but is not limited to, announced and unannounced site visits. Within three (3) weeks of a monitoring event, the Contract Manager will provide the Vendor written monitoring report of any non-compliance in sufficient detail for the Vendor to identify and complete any corrective action necessary.

Within 10 days of receipt of the Department's monitoring report, or within a longer timeframe if allowed by the monitoring report, the Vendor shall provide the Contract Manager a written Corrective Action Plan (CAP). The Vendor's written CAP shall address all noted deficiencies to include responsible individuals, actions taken or planned to correct the deficiency, and timeframes expected for achieving compliance. Such timeframes for compliance may not exceed 30 days from the date the Vendor receives the Department's monitoring report, unless a longer timeframe is required due to reasons outside the Vendor's control, and the Vendor has received written pre-approval from the Contract Manager to include a timeframe longer than 30 days in its CAP. CAPs that do not contain all required information or sufficiently address in detail a plan to improve performance and correct deficiencies will be rejected, in writing, by the Contract Manager. The Vendor shall have five (5) days from receipt of the Department's written CAP rejection to submit a revised CAP, which does not increase any timeframe for compliance and correction of the deficiencies noted.

The Contract Manager, or other designated Department staff, may conduct follow-up monitoring events at any time to determine compliance based upon the Vendor's submitted CAP. The Department's staff may review all Program documentation to ensure Contract compliance.

3.9 Instances of Failure

Failure to meet any Contract requirement or correct Program deficiencies may, in addition to the assessment of financial consequences, result in termination of the Contract in accordance with Section 5.25, Termination.

3.10 Future Transitions and Contract Expiration Tasks

At the end of the Contract term, the Vendor shall cooperate with the Department in transitioning to a new Vendor, as applicable. As the Contract's expiration date approaches, this may include a reduction in the locations or services provided, so a new Vendor can transition into providing services. This reduction may be per Service Location and will be implemented at the Department's discretion to best meet its needs upon Contract expiration or termination. The Department shall have sole discretion in determining the best manner to transition services to a new Vendor, if applicable.

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The State's General Instructions to Vendors are outlined in Form PUR 1001 and are incorporated by reference in their entirety. The terms and conditions set forth within this ITN shall supersede any and all conflicting terms and conditions set forth within Form PUR 1001. Form PUR 1001 may be viewed at the following link:

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

4.2 Procurement Officer

Questions related to the procurement should be addressed to:

Stephanie Bergozza, Procurement Officer

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

4.3 Questions

With the exception of questions fielded at the Mandatory Pre-Reply Conferences and Site Visits, per Section 287.057(25), F.S., a Vendor who intends to respond to this solicitation, or persons acting on their behalf may not contact, between the release of the solicitation and the end of the 72-hour period following the agency posting of the Notice of Agency Decision (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 Reply.

With the exception of questions fielded at the Mandatory Pre-Reply Conferences and Site Visits, questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to questions will be advertised on the Vendor Bid System (VBS) by the date referenced in the Timeline. Oral questions will be entertained at the Mandatory Pre-Reply Conferences and Site Visits. The Department's answers to oral questions

are non-binding and are not considered the official position of the Department unless those questions are subsequently submitted in writing, in accordance with this Section.

4.4 Mandatory Site Visits and Pre-Reply Conferences

All interested Vendors, before submitting their Reply, shall visit the following sites to become familiar with conditions that may affect the services required as they pertain to the Contract. **The Department will deem a Vendor's Reply non-responsive if a Vendor does not attend each of the following site visits.** The Department has set specific dates for the site visits and will not allow visits for individual Vendors or visits at any other time. Interested parties must contact Melvin Herring at Melvin.Herring@fdc.myflorida.com at least five (5) Business Days before the site visit listed in the Timeline and furnish him with the following information on all attendees, including the attendee's Full Name, Social Security Number, Date of Birth and Driver's License Number. **Participation in the Site Visits will be limited to two (2) representatives per organization, though the same individuals do not need to attend all visits.**

Site visits shall occur in accordance with the following schedule and interested parties shall meet at the site's Administration Building for admittance to the Institution. All Department security procedures shall apply. The site visits will also include a brief pre-reply conference and allow Vendors to ask questions.

Institution/Facility:	Address:	Date:	Time:
Lowell Correctional Institution	11120 NW Gainesville Road Ocala, Florida 34482	December 7, 2021	9:00 a.m., Eastern Time
Suwannee Correctional Institution	5964 US Hwy 90 Live Oak, Florida 32060	December 7, 2021	2:00 p.m., Eastern Time
Holmes Correctional Institution	3142 Thomas Dr, Bonifay, FL 32425	December 8, 2021	10:30 a.m., Eastern Time

Persons present as attendees must be the same individuals for whom information was provided for clearance and must be approved by Department staff at each site. For security reasons, the admittance of any Vendors not previously approved is at the discretion of the Institution's Warden. Vendors who did not seek prior approval may be denied access. Attendees must present photo identification at the site.

The Department will accept verbal questions during the site visit and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted, and spontaneous answers provided; **however, parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3, Questions.** This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.**

4.5 Special Accommodations

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Procurement at (850) 717-3700, at least five (5) days before the event. If you are deaf, hard-of-hearing, deaf-blind or speech-disabled, please contact the Bureau of Procurement by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TTY/ASCII).

4.6 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer, so they may be addressed during the question and answer phase of this solicitation, as per Section 4.3 of this ITN. Including alternate provisions or conditions may result in the Reply being deemed non-responsive. However, as this is an ITN, the Department reserves the right to review innovative solutions and negotiate the best terms and conditions if determined to be in the State's best interest.

4.7 Reply Bond

Each Vendor is required to submit a certified check, cashier's check, or bond with its Reply in the amount of \$10,000. If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment III. Any bond must be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State. Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision canceling the solicitation or rejecting all Replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond insures against a Vendor's withdrawal from competition subsequent to a Reply submission. The check/bond will be returned to unsuccessful Vendors upon execution of the Contract with the Successful Vendor or upon cancellation of the solicitation. The check/bond of the Successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Any Vendor request to withdraw a submitted Reply after five (5) Business Days of the Reply opening, will be subject to this Section's provisions.

4.8 Performance Guarantee

Within 10 Business Days of Contract execution, the Vendor shall furnish the Department a performance guarantee in the amount of \$250,000. The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that their performance guarantee has been renewed for the renewal term.

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

4.9 Pass/Fail Mandatory Responsiveness Requirements

The Department shall reject any and all Replies that do not meet the pass/fail criteria below. Any Reply rejected for failure to meet these requirements will not be evaluated further.

- a. The Vendor shall ensure that all data generated, used, or stored by Vendor pursuant to the prospective Contract will reside and remain in the United States, and will not be transferred outside of the United States at any time.

- b. The Vendor's Reply shall demonstrate that it has at least three (3) years within the last five (5) years of business/corporate experience in providing Program services similar in scope to this ITN.
- c. The Vendor's Reply shall demonstrate its ability and willingness to comply with all laws, rules, and other authority applicable to providing the services sought including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, and Chapter 119, F.S.).
- d. The Vendor must be able to demonstrate their ability to meet the performance guarantee requirements.
- e. The Vendor shall deliver to the Department a Reply bond or check in the amount of \$10,000, as required in Section 4.7 of this ITN.
- f. The Vendor attests to its positive financial standing and that its current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3, or 4.

4.10 Submission of Replies

Interested Vendors must prepare and submit Replies simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are discouraged. The emphasis of each Reply should be on completeness of the solution proposed and clarity of content.

Vendors must submit their Replies to the Procurement Officer by the date and time specified in Timeline of this ITN. The Department will not consider late Replies. In Reply to this ITN, each interested Vendor shall:

- a. Submit a Technical Reply and a Cost Reply in separately sealed packages. The Vendor's Cost Reply may be shipped in the same container or package as its Technical Reply, as long as the Cost Reply is sealed separately.
- b. Submit one (1) signed original plus six (6) hard copies of its Technical Reply, sealed separately from the Cost Reply.
- c. Submit one (1) signed original plus two (6) hard copies of its Cost Reply, sealed separately from the Technical Reply.
- d. Submit six (6) searchable electronic copies of the Technical Reply on CD-ROM, DVD, or flash drive. In the event there are differences between the electronic copy and the original written version, the written version will prevail.
- e. Submit two (2) searchable electronic copies of the Cost Reply on CD-ROM, DVD, or flash drive sealed separately from the Technical Reply. In the event there are differences between the electronic copy and the original written version, the written version will prevail.
- f. If the Vendor includes information in their Reply that they believe to be and have marked as confidential or trade secret, they should submit a redacted copy of their Reply, as outlined in Section 4.25, the Vendor should submit one (1) redacted hard copy and one (1) redacted electronic copy, in searchable PDF format (in addition to the non-redacted version), on CD/DVD or flash drive (not password protected). The Department will rely upon the Vendor submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by the Vendor in answer to a public records request for these records.
- g. Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.

- h. Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Vendor's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered one (1) – two (2), in sequential order for ease of tracking.

4.11 Contents of Replies

Replies shall be organized in TABs as directed below. Vendors shall complete each TAB entirely to be considered responsive. Material deviations cannot be waived and shall be the basis for rejection of a Reply. A minor irregularity will not result in a rejection of a Reply.

The Reply shall be organized as follows:

TAB A Overview (Limit 15 pages)

TAB A shall include the following:

a) Cover Letter

A cover letter on the Vendor's letterhead with contact information and the name and signature of the representative of the responding organization, authorized to legally obligate the Vendor to provide the services requested. The cover letter must state that the Vendor agrees to provide the services as described in their Reply and the ITN;

b) Executive Summary

An executive summary of the Vendor's Reply. The executive summary will describe the technical solution, cost methodology, assumptions, and operational model the Vendor proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary;

c) Performance Guarantee Letter

A letter signed on or after January 1, 2021, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company letterhead, that documents the Vendor's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least \$250,000. Failure by the Vendor to provide this letter with its Reply will be considered a Material Deviation and will result in the Reply being deemed non-responsive;

d) Additional Documents

Vendors shall complete and provide the following forms and documents, as appropriate, and include them in TAB A of their Reply:

- The completed, notarized Attachment IV, Pass/Fail Requirement Certification signed by the authorized representative who signs the above-mentioned cover letter;
- Attachment II, Vendor's Contact Information;
- Attachment VI, Certification of Drug-Free Workplace Program;
- Attachment VII, Notice of Conflict of Interest;
- Proof of the Vendor's accreditation as required in this ITN;
- A copy of the Vendor's current Dun & Bradstreet Financial Stress Score; and
- The Vendor's Reply Bond as required in Section 4.7 of this ITN.

TAB B Experience and Qualifications (limit 50 pages)

TAB B shall include the following information:

1) References

Using Attachment V, Vendor's Reference Form, Vendor's shall provide at least three (3), but not more than five (5), references from businesses or governmental agencies for whom the Vendor has provided services of similar scope and size to the services identified in this ITN. References must be able to support the experience requirements listed in this ITN. In order to qualify as current experience, services described by references shall be ongoing, or shall have been completed within the 12 months preceding the issuance date of this ITN.

The references shall be completed and signed by the individual offering the reference, and certified by a notary public, utilizing Attachment V, Vendor's Reference Form for References. Reference(s) shall identify the type of services provided by the Vendor, dates of service provision, the firm/agency name of the entity for which the services were provided, and the reference provider's current telephone number and address. Reference(s) shall include a paragraph describing services similar in magnitude and scope to those requested in the ITN. Current or former employees of the Department may not be used and will not be accepted as references. The Department reserves the right to contact reference sources listed or not listed in the Vendor's Reply and to consider references when determining best value.

2) Prior Work Experience

a. Narrative/Record of Past Experience

A description of the Vendor's experience in providing Program services or other services similar in a correctional setting or law enforcement setting, the number of years providing these services, growth on a national level, and its ownership structure. Vendors shall describe all contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Vendors shall include any experience it has assuming operations from another service provider of correctional Program services and identify all relevant similarities or differences between such contracts and the services sought via this ITN. The listing of similar contracts shall contain the organization's name, contact name, address, telephone number, and email address of the entity who received the services from Vendor.

b. Disputes

Vendors shall identify all contract disputes they (or their, subcontractors, agents, etc.) have had with any customer within the last five (5) years, related to contracts under which they provided similar services in the continental United States on an organizational or enterprise level. The term "contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the contract customer that the Vendor was in default or breach of a duty under the contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against the Vendor as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated

damages under such contracts. Vendors must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. Subcontractor Information

If the Vendor plans to use subcontractors to provide any performance under the Contract, the Vendor shall provide detailed information for all subcontractors with whom it plans on contracting with using Attachment VIII, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) the subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime vendor or subcontractor) the subcontractor has had in the past five (5) years.

3) Organizational Chart

The Vendor shall provide an organizational chart outlining the hierarchy of key personnel who will ensure service delivery under the Contract.

4) Personnel

The Vendor shall provide a Staffing Plan and job descriptions outlining the duties and responsibilities of the Vendor's personnel and any other positions the Vendor proposes to use for Program service delivery under the Contract. The job descriptions should include specific job functions and minimum qualifications for the identified positions. If a position will not be dedicated as full-time to provide services under the Contract, the percentage of time should be noted on the Vendor's Staffing Plan.

TAB C

Description of Solution (limit 25 pages)

In **TAB C**, Vendor shall describe the following:

- a. Its understanding of the current Program service needs in the Department;
- b. Its understanding of goals and general requirements of this solicitation;
- c. Its overall approach to satisfying the requirements and goals of this solicitation;
- d. How the Vendor's approach supports the Department's specific goals of the ITN;
- e. Any risks and/or challenges it recognizes that relate to the Department's goals;
- f. How it will ensure quality services are provided while ensuring costs are managed appropriately;
- g. Why its approach is differentiated from other solutions;
- h. Its approach to the implementation of services; and
- i. Why its solution is the best value for the State.

TAB D Service Area Detailed Solution (limit 150 pages)

Section 3 defines the requirements and service level expectations for the Program.

In **TAB D**, the Vendor shall describe the following:

- a. Acknowledge acceptance of each requirement or note any proposed modification or innovative solutions that may differ from the requirement but meet the Department's needs;
- b. Acknowledge acceptance of each Performance Measure (PM);
- c. Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Vendor identifies as important that are not specified;
- d. Identify proposed modifications to the identified PMs and the impact of the modification (e.g. greater quality control, cost savings);
- e. Describe a plan for providing service and meeting all requirements. The Vendor shall include methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place;
- f. Identify, describe, and detail the Vendor's services, curriculum, staff, supplies, and equipment that will be used to ensure successful service delivery;
- g. Describe plans and processes implemented for successful Student remediation;
- h. Describe ways to reduce or minimize any costs or Department resources associated with the services. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service; and
- i. Describe any value-added services it will provide the Department, in addition to those listed in the ITN, at no additional cost.

TAB E Implementation Plan (limit 30 pages)

To ensure complete and successful implementation of services and a smooth transition into the Contract, the Successful Vendor shall provide a Preliminary Implementation Plan (Plan). This Plan outlines key activities that must be completed while working with the Department during any transition period. A Vendor shall describe in detail their Plan for:

- a. On-boarding of staff and other resources;
- b. Implementing new services, to include a breakdown by service area;
- c. Network establishment for any data services;
- d. Collaboration with Department stakeholders;
- e. Any other required activity relating to the implementation of services under the Contract; and
- f. Estimated Implementation Schedule.

TAB F Additional ideas for improvement or cost reduction, and other supplemental materials (limit 35 pages)

In **TAB F** of its Reply, a Vendor is invited to elaborate on innovative solutions, additional ideas, pricing structures, or tools for service improvements that are not specifically addressed in **TABs B – E** but may be made available via the Vendor's offering and the potential benefits to the Department that each would bring. The Department is interested in ideas or tools that will provide the highest level of performance and operational efficiencies. **Actual proposed pricing**

shall only be provided using Attachment I, Price Information Sheet. Cost points will be awarded based on Attachment I, as described in Section 4.12 B., of this ITN. The Department may request that Vendors submit alternate pricing models during the Negotiation Phase of the ITN process. A Vendor must be sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

TAB G Attachment I – Price Information Sheet

The Vendor shall complete and submit Attachment I, Price Information Sheet, indicating pricing for a Contract's initial term and renewal years. Attachment I, Price Information Sheet, shall be included in **TAB G** of the Vendor's Reply. **TAB G** shall be provided in a separate, sealed envelope and is not to be included in the Vendor's Technical Reply. The Price Information Sheet shall be submitted as an overall fixed rate (unit price).

4.12 Reply Evaluation Criteria

An Evaluation Team will review and evaluate Replies to this ITN in accordance with the evaluation process below.

A. TECHNICAL REPLY EVALUATION SCORE (0 - 500 POINTS)

1. Experience and Ability to Provide Services

Evaluation of the Vendor's experience and ability to provide services will be based upon the information contained in its entire Reply, but primarily on the information contained in **TAB B**.

a. References

This section will be evaluated using, but not limited to, the following considerations:

- 1) How relevant are the services described in the Vendor's references to the services sought in this ITN?
- 2) How well do the references demonstrate the Vendor's satisfactory performance of contract services of similar size and scope to the services sought in this ITN?
- 3) How well do the references demonstrate the Vendor's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the references relating to the Vendor's experience and ability to provide services?

b. Prior Work Experience

This section will be evaluated using, but not limited to, the following considerations:

- 1) Has the Vendor demonstrated in its Reply that it has experience in performing the requirements of contracts with similar size and scope as the services sought?

- 2) How well did the Vendor convey their ability to provide services as described in this ITN?
- 3) Does the Vendor have relevant correctional, law enforcement, or criminal justice contractual services experience?
- 4) Are there any issues or concerns identified regarding the Vendor's experience or ability to provide the services sought?

2. Description of Offering

Evaluation of the Vendor's proposed offering will be based upon information contained in their entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but not limited to, the following considerations:

- a. How well does the proposed offering satisfy the following criteria?
 - 1) Demonstrates the Vendor's ability to effectively provide Program services required by this ITN;
 - 2) Maximizes operational efficiencies and supports the Department's goals; and
 - 3) Demonstrates a thorough, effective, and beneficial plan for the Program services.
- b. How well does the summary of the offering explain why it is the best value for the State, address and meet the goals, needs, and expectations of the Department?
- c. How well does the Vendor demonstrate their understanding of the goals to be achieved via this ITN?

3. Service Area Detailed Solution

Evaluation of Vendor's Service Area Detail Solution will be based upon information contained in **TAB D** of the Vendor's Reply. Replies for each Service Area will be evaluated based on how well the offering operationally addresses the requirements described in Section 3 of this ITN. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each Service Area below will be evaluated for reasonableness, thoroughness, and viability in meeting the objectives and requirements and goals of this ITN.

B. COST REPLY EVALUATION SCORE (0 - 250 Points)

A maximum of 250 points may be awarded to a Vendor's Cost Reply. The Department will apply the following formula to determine the Vendor's Cost Reply Score:

Initial Term Cost Points	150 points (Maximum)
<u>Renewal Term Cost Points</u>	<u>100 points (Maximum)</u>
Cost Reply Score	250 points (Maximum)

1. Initial Term Cost Points

A Vendor's Initial Term Cost Points will be determined based on its completed Price Information Sheet. The Vendor that submits the lowest Initial Term Total Cost will be awarded 150 points. All other Vendor Replies will receive cost points according to the following formula:

$$(N/X) \times 150 = Z$$

Where: N = Lowest Initial Term Total Cost received by any Vendor
X = Vendor's Initial Term Total Cost
Z = Initial Term Cost Points

2. Vendor's Renewal Term Total Cost

A Vendor's Renewal Term Cost Points will also be determined based on its completed Price Information Sheet. The Vendor that submits the lowest Renewal Term Total Cost will be awarded 100 points. All other Vendor Replies will receive cost points according to the following formula:

$$(N/X) \times 100 = Z$$

Where: N = Lowest Renewal Term Total Cost received by any Vendor
X = Vendor's Renewal Term Total Cost
Z = Renewal Term Cost Points

3. Cost Reply Score

A Vendor's Cost Reply Score will be the sum of its Initial Term Cost Points and Renewal Term Cost Points.

C. FINAL EVALUATION SCORE

A Vendor's Reply Evaluation Score is the sum of the Vendor's weighted Technical Reply Evaluation Score (0 – 500 points) and its Cost Reply Score (0 – 250 points).

4.13 Reply Evaluation and Negotiation Process

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

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

4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more vendors within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the contract to the responsible and responsive vendor that the agency determines will provide the best value to the state, based on the selection criteria.”

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

A. Evaluation Phase Methodology

The Evaluation Team members will individually and independently review each Reply and evaluate each Reply for each of the following Technical Evaluation sections:

Technical Evaluation Section	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	25%	125
Service Area Detail Solution	1-5	30%	150
Implementation Plan	1-5	30%	150
TOTAL		100%	500

Evaluation Team members will assign a score of 1–5, using **no fractions or decimals**, to each Technical Evaluation Section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
Poor	Reply fails to address the component, or it does not describe any experience related to the component; OR Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria.	1
Marginal	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Vendor's response or proposed offering; OR Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential respects for the specific criteria.	2
Adequate	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the state's needs for specific criteria.	3
Good	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some respects for the specific criteria.	4
Excellent	Reply fully meets all requirements and exceeds several requirements, and exceeds the minimum requirements, specifications, and provisions in most aspects for the specific criteria.	5

The Technical Evaluation scores received from each Evaluation Team member will be multiplied by their assigned weight. For each Vendor's Reply, their Technical Reply scores

from all Evaluation Team members will be averaged to obtain the Vendor's weighted Final Technical Evaluation Score per Section 4.12, Reply Evaluation Criteria. The Department will combine the Vendor's Final Technical Reply Score and the Vendor's Final Cost Reply Score to determine the Vendor's Final Evaluation Score.

The Final Evaluation Scores for all Vendors will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking of Replies will be used to establish a competitive range to determine which Vendors may be invited to participate in the Negotiation Phase. The Department intends to negotiate with the two (2) most highly ranked Responsive and Responsible Vendors, but the Department reserves the right to negotiate with fewer Vendors, more than two (2) Vendors, or to reject all Replies.

Vendors are cautioned to propose their best possible offers in their initial Replies, as failing to do so may result in the Vendor not being selected to proceed to Negotiation Phase. If necessary, the Department will request revisions to the approach submitted by the top-rated Vendor(s) until it is satisfied that the Contract model will serve the State's needs and is determined to provide the best value for the State.

B. Negotiation Phase Methodology

The Department reserves the right to negotiate with any or all responsive and responsible Vendors, consecutively or concurrently, to determine the best value for recommendation of award.

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

1. Schedule additional negotiation sessions with any or all Responsive Vendors.
2. Require any or all Responsive Vendors to provide additional revised or final written Replies addressing specified topics.
3. Require any or all Responsive Vendors to provide a written Best and Final Offer (BAFO).
4. Require any or all Responsive Vendors to address services, prices, or conditions offered by any other Vendor.
5. Pursue a Contract with one or more Responsive Vendor for the services sought in this ITN and any addenda thereto, and request additional, revised or final BAFOs.
6. Pursue the division of Contracts between Responsive Vendors by type of service, or geographic area, or both.
7. Arrive at an agreement with any Responsive Vendor, finalize principal Contract terms with such Vendor and terminate negotiations with any or all other Vendors.
8. Decline to conduct further negotiations with any Vendor.
9. Re-open negotiations with any Vendor.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from any Vendor.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any or all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate simultaneously or separately with competing Vendors.

15. Accept portions of a competing Vendor's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the Negotiation Team.
17. Visit a site where the Vendor is currently providing goods or services, with or without inviting the Vendor to participate.

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

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

As part of the negotiation process, the Department will check references described in Section 4.11, **Tab B**, and assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references provided, or not provided by the Vendor. Vendors may be required to provide additional references. The results of the reference checking may influence any final negotiations and selection of the Vendor.

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

Selection Criteria:

1. The Vendor's articulation of its overall approach to providing the requested services;
2. The innovation of the Vendor's approach to providing the services;
3. The Vendor's articulation of its solution and its ability to implement and execute the solution to meet the requirements of this ITN;
4. The Vendor's demonstrated ability to effectively provide the services;
5. The Vendor's experience in providing the services being procured and the skills of proposed staff relative to the solution approach and offering;
6. The Vendor's Technical Reply, Cost Reply, and/or BAFO as they relate to satisfying the goals of the Program Services identified herein.

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

By submitting a Reply, a Vendor agrees to be bound to the terms of Section 5 – CONTRACT TERMS AND CONDITIONS. Vendors should assume these terms will apply during the Contract term, but the Department reserves the right to negotiate different terms, requirements, or compensation models, pricing, and conditions if the Department

determines that it provides the best value to the State.

C. Final Selection and Notice of Intent to Award

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

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

Each BAFO will be submitted to the Department for review by the Negotiation Team. Thereafter, the Negotiation Team will meet in a public meeting to determine which Offer constitutes the best value to the State based upon the Selection Criteria. The Department's Negotiation Team will then develop a recommendation of award that will provide the best value. In so doing, the Negotiation Team is not required to score any Vendors BAFO but will base their recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into the Negotiation Phase, and the Negotiation Team will not be bound by any Evaluation Phase Scores. The Procurement Officer will prepare a report to the Secretary regarding the recommendation of the Negotiation Team. The Department intends to contract with one (1) Vendor to provide services described herein. This does not preclude the use of subcontractors.

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

The Secretary will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the award recommended by the Negotiation Team, as reflected in the Procurement Officer's memorandum. In so doing, the Secretary is not required to score the Vendors' BAFO, or Replies, but will base his decision on the Selection Criteria set forth above.

4.14 Reply Opening

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Florida Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida 32399. The name of all Vendors submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

4.15 Costs of Preparing Reply

The Department is not liable for any costs incurred by a Vendor in responding to this ITN, including costs associated with attending the mandatory site visits, oral presentations or negotiations, if applicable.

4.16 Disposal of Replies

All Replies become the State of Florida's property and will be a matter of public record subject to the provisions of Chapter 119, F.S. Selection or rejection of the Reply will not affect this right. Should the Department reject all Replies and issue a re-solicitation, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

4.17 Right to Withdraw Invitation to Negotiate

The Department reserves the right to withdraw this ITN at any time and assumes no liability to any Vendor.

4.18 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Replies or to waive Minor Irregularities when doing so would be in the State's best interest. At its exclusive option, the Department may correct Minor Irregularities but is under no obligation to do so.

4.19 Addenda

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu. **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

4.20 Cost/Price Discussions

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring before posting of the Notice of Agency Decision, other than as directed by the Procurement Officer, will result in rejection of said Vendor's Reply.

4.21 No Prior Involvement and Conflicts of Interest

Section 287.057(19)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency."

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

Acknowledge acceptance on the Pass/Fail Requirement Certification and Non-Collusion Certification, Attachment IV.

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

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

4.22 State Licensing Requirements

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

4.23 MyFloridaMarketPlace (MFMP) Vendor Registration

Each Vendor doing business with the State of Florida for the sale of commodities or contractual services as defined in Section 287.012, F.S., shall register in the MyFloridaMarketPlace Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.033(3), F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within five (5) days of Contract award.

Registration may be completed at: <http://vendor.myfloridamarketplace.com>. Those needing assistance may contact the MyFloridaMarketPlace Customer Service Desk at 866-352-3776 or vendorhelp@myfloridamarketplace.com.

4.24 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.

4.25 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor submits its Reply to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's

determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its Reply, the Department is authorized to produce the entire documents, data or records submitted by the Vendor in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.26 Vendor Substitute W-9

The State of Florida Department of Financial Services (DFS) requires all Vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or FLW9@myfloridacfo.com.

4.27 Scrutinized Companies Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a reply for a Contract or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

4.28 Disclosure of Reply 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 Vendor or its agents. All replies shall become the property of the Department and shall not be returned to the Vendor. The Department shall have the right to use any or all ideas or adaptations of the ideas presented in any reply. Selection or rejection of a Reply shall not affect this right.

4.29 Advertising Notice of Agency Decision

As in any competitive solicitation, the Department shall advertise a public notice of agency action when the Department has made a determination including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the ITN.

The Notice of Agency Decision will be advertised on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be

excluded in the computation of the 72-hour period). Advertisements are made available on the Vendor Bid System at http://www.myflorida.com/apps/vbs/vbs_main_menu.

4.30 Protest Procedures

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: CO-GCAgencyClerk@fdc.myflorida.com, or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., E.T.) will be filed the next Business Day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

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SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The State’s general contract conditions are outlined in Form PUR 1000, and are incorporated by reference in this ITN, in their entirety. Any terms and conditions set forth within this ITN document shall supersede any and all conflicting terms and conditions set forth within Form PUR 1000. Form PUR 1000 may be viewed at the following link:

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

5.2 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor due to this ITN.

5.3 E-Verify

Per Executive Order 11-116, “The provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.gov/employers>, to verify the employment eligibility of all new employees hired during the contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the contract term.” Bidders meeting the terms and conditions of the E-Verify System are deemed compliant with this provision.

Beginning January 1, 2021, every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor shall not enter into a contract unless each party to the contract registers with and uses the E-Verify system in accordance with Section 448.095, F.S.

5.4 State Initiatives

5.4.1 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 Vendors and subcontractors in this solicitation. Small, minority-, women-, and service-disabled veteran business enterprises are strongly encouraged to contribute to this Contract.

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

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 should identify any participation by diverse Vendors and suppliers as prime Vendors, subcontractors, 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 the Contract.

5.4.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by the Vendor, in accordance with Rule 62-730.160, F.A.C.

It is a requirement of the Florida Department of Environmental Protection (DEP) 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 Vendor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

5.5 Subcontracts

The Vendor may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of bid submission, and the amount of the subcontract must be identified in the bid. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. All subcontractors, regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor.

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) working days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the

Contract. Failure by the Vendor to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

5.6 Copyrights, Right to Data, Patents and Royalties

Where activities 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 (DOS) for the exclusive use and benefit of the state. Pursuant to Section 286.021, F.S., no person, firm or corporation, including parties to the resulting contract, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the DOS.

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information, and data developed, derived, documented, or furnished by the Vendor. All computer programs, and other documentation produced as part of the resulting contract 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 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

The Vendor, without exception, shall indemnify, and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the Vendor. The Vendor 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 Vendor 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 Vendor full opportunity to defend the action and control the defense of such claim.

Further, if such a claim is made or is pending, the Vendor may, at its option and expense, procure for the Department the right to continue the 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 Vendor upon its request and receive reimbursement, fees, and costs, if any, as may be determined by a court of competent jurisdiction.) If the Vendor uses any design, device, or materials covered by letter, patent or copyright, it is mutually agreed and understood without exception that the resulting 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.

5.7 Independent Contractor Status

The Successful Vendor shall be considered an independent contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor shall perform its work and functions other than

as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the Vendors.

5.8 Assignment

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

5.9 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 or interruption of performance resulting directly or indirectly from acts of God, fire, explosions, earthquakes, floods, water, wind, lightning, civil or military authority, acts of public enemy, war, riots, civil disturbances, insurrections, pandemics, strikes, or labor disputes.

5.10 Severability

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

5.11 Use of Funds for Lobbying Prohibited

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

5.12 Reservation of Rights

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

5.13 Taxes

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

5.14 Safety Standards

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

5.15 Americans with Disabilities Act

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

5.16 HIPAA Business Associate Agreement

The Successful Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment X, and comply with all provisions of state and federal law regarding the confidentiality of patient information.

5.17 Family Education and Privacy Act (FERPA)

The Successful Vendor shall have access to education records (FERPA Records) that are defined and subject to the Family Education Rights and Privacy Act, 20 U.S.C.32g, et seq. and related regulations (FERPA). To the extent that the Vendor has access to FERPA Records, the Vendor is deemed a "school official" and may use FERPA Records solely for the specific "legitimate educational purposes" as defined under FERPA.

5.18 Employment of Department Personnel

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

5.19 Legal Requirements

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

5.20 Conflict of Law and Controlling Provisions

The Contract, including any conflict of law issue, shall be governed by the laws of the State of Florida.

5.21 Prison Rape Elimination Act (PREA)

The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor will also comply with all Department policies and procedures that relate to PREA.

5.22 Contract Modifications

Unless otherwise stated in the Contract, modifications shall be valid only through the execution of a written Contract amendment.

Based on the Department's mission, the needs of the Inmate population, and available funding, the Department reserves the right to require the Vendor to adjust the number of Students served, adjust the type or length of service(s) provided, and increase or decrease the number of Service Locations under the Contract. This may include, but is not limited to, the Vendor providing different programming types or a combination of programming types or increasing or decreasing the number of hours the Vendor's staff may be required to work. Therefore, the Vendor should be prepared to make changes in programming design or requirements, service provision, Service Locations and/or staffing levels necessary to meet the Department's needs. The Department shall provide written notice to the Vendor 30 calendar days in advance of any required changes that affect the Vendor's staffing levels and service locations.

5.23 Rights to Examine, Audit and Administer Resources

The Vendor will permit online and on-site visits by Department's authorized employees, officers, inspectors, and agents during an administrative or criminal investigation. The process can begin with either declaration of a Computer Security Incident Report Team (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers, and switches as requested. If requested, the Vendor will provide the Department with administrative level on-line access to the server console interfaces and logs.

The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources. The Department retains the right to audit the Vendor's network security.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

5.24 Default

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

5.25 Termination

5.25.1 Termination at Will

The Contract may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 180 calendar 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.

5.25.2 Termination Due to Lack of Funds

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

5.25.3 Termination for Cause

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

5.25.4 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.

5.26 Retention of Records

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract for a period of five (5) years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on the Attachment II, Vendor's Contact Information. 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 Vendor 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 Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract and shall notify the Department by certified mail within 10 Business Days if/when the records are moved to a new location.

5.26.1 Audit Records

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

5.27 Indemnification

The Vendor 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 attorneys' fees arising out of intentional acts, negligence, or omissions by the Vendor, or its employees or agents, in the course of Contract performance, including any claims or actions brought under Title 42 USC §1983, the Civil Rights Act.

5.28 Inspector General

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

5.29 Cooperation with the Florida Senate and Florida House of Representatives

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

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**ATTACHMENT I – PRICE INFORMATION SHEET
FDC ITN-21-041**

The Vendor shall submit a fixed rate (unit price) for each high school credit hour earned by Students enrolled in the Program and shall be inclusive of all supplies, equipment, networking, and related services, as described in this ITN. No compensation will be provided for failed or incomplete coursework.

Initial Term (Three (3) Years)			
Service Type	Unit Price	Estimated Annual Quantity	Estimated Annual Price (Unit Price x Estimated Annual Quantity)
Initial Term High School Credit Hour Earned	\$	780	\$
Initial Term of Contract in Years = 3			x 3
Initial Term Total Cost (Estimated Annual Price x 3) =			\$

Renewal Term (Up to Three (3) Optional Renewal Years)			
Service Type	Unit Price	Estimated Annual Quantity	Estimated Annual Price (Unit Price x Estimated Annual Quantity)
Initial Term High School Credit Hour Earned	\$	780	\$
Maximum Renewal Term of Contract in Years = 3			x 3
Renewal Term Total Cost (Estimated Annual Price x 3) =			\$

VENDOR NAME

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

FEIN

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II – VENDOR’S CONTACT INFORMATION
FDC ITN-21-041**

The Vendor shall identify the contact information for solicitation and contractual purposes via the requested fields of the table below.

	For solicitation purposes, the Vendor’s representative shall be:	For contractual purposes, should the Vendor be awarded, the Vendor’s representative shall be:
Name:		
Title:		
Street Address:		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Cell)		
Fax: (If applicable)		
Email:		

Vendor Name

Printed Name of Authorized Representative

FEIN

Signature of Authorized Representative

Date

**ATTACHMENT III – REPLY BOND FORM
FDC ITN-21-041**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this [Insert Day] day of [Insert Month], [Insert Year].

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]

[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]

[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above-named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five, (5), days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten, (10), days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.

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**ATTACHMENT IV – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-21-041**

1. Business/Corporate Experience

The Vendor certifies it has at least three (3) years' experience within the last five (5) years, in the provision of and implementation of online high school diploma and career education program services are of similar size and scope as the services outlined in this ITN, and any subsequent revision thereof.

2. Prime Vendor

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

3. Performance Guarantee/Bond

The Vendor certifies that it has the ability to meet the performance guarantee and within 10 Business Days Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount of \$250,000. The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

4. Reply Bond

The Vendor certifies it has included in its Reply a bond or check in the amount of \$10,000. The bond insures against the Vendor's withdrawal from the competitive solicitation process subsequent to its submission of a Reply.

5. Meets Legal Requirements

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

6. Financial Stability

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

7. Statement of No Inducement

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

8. Statement of Non-Disclosure

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

9. Statement of Non-Collusion

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

10. Statement of Data Security

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

10. Scrutinized Company Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either 1) the Scrutinized Companies with Activities in Sudan List, or 2) the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created under Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria, as stated in Section 287.135(2)(b)2, F.S. Pursuant to Sections 287.135(5), F.S., and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the Contract for cause if the Vendor is found to have submitted a false certification or if the Bidder is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the Contract. Any company that submits a Bid, Proposal, or Reply for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for commodities or services, of any amount, must certify that the company is not participating in a boycott of Israel.

Vendor Name: _____

Authorized Signature: _____

Printed Name of Authorized Signor: _____

NOTARY AFFIRMATION: STATE OF _____, COUNTY OF _____

Pursuant to Section 117.05(13)(a), F.S., the signor, subscribed before me by means of physical presence or online notarization, this _____ (day) of _____(month), 2021, affirms the contents of this Attachment.

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

| Name of Notary Typed, Printed, or Stamped: _____

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**ATTACHMENT V – VENDOR’S REFERENCE FORM
FDC ITN-21-041**

In the spaces provided below, the Vendor shall list all names under which it has operated during the past five (5) years.

On the following pages, the Vendor shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Vendor has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Vendor has had a name change since the time work was performed for a listed reference, the name under which the Vendor operated at that time must be provided in the space provided for Vendor’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2021. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Vendor or its affiliates.
- Board members within the Vendor’s organization.
- Relatives of any of the above.

The Department will attempt to contact the three (3) references provided by the Vendor to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three (3).

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Local Time. The Department will attempt to contact each reference by telephone up to three (3) times. The Department will not correct incorrectly supplied information.

Additionally, the Department reserves the right to contact references other than those identified by the Vendor to obtain additional information regarding past performance.

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Vendor's Reference Form

Reference #1

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #2

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

Vendor's Reference Form

Reference #3

Vendor's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____

Alternate Contact Person: _____

Primary Phone Number: _____

Alternate Phone Number: _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

**REFERENCE QUESTIONNAIRE
(Completed by the Department)**

Vendor's Name:	
Reference's Name:	
Primary Contact Person:	Alternate Contact Person:
Primary Phone Number:	Alternate Phone Number:
Question	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the Vendor consistently meet all its performance/milestone deadlines? Yes = 4, No = 0	
4. Did the Vendor submit reports and invoices that were timely and accurate? Yes = 4, No = 0	
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the Vendor during the last 12 months? Yes = 0, No = 4	
6. How would you rate the Vendor's key staff and their ability to work with your organization? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
7. Did you ever request dismissal of any key staff? Yes = 0, No = 4	
8. Did the Vendor's project/contract manager effectively manage the contract? Yes = 4, No = 0	
9. How would you rate the Vendor's customer service? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
10. Was the Vendor's staff knowledgeable about the contract requirements and scope of services? Yes = 4, No = 0	
11. Did the Vendor work cooperatively with the organization over the course of the contract? Yes = 4, No = 0	
12. Would you contract with this Vendor again? Yes = 8, No = 0	
13. Were there any Inmate escapes? If yes, please provide the circumstances of the escape? Yes = 0 No = 4	
Total Score	

Reference Verified by:

Name (printed)

Title

Signature

Date

**ATTACHMENT VI – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-21-041**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under 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, F.S., 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.

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT VII – NOTICE OF CONFLICT OF INTEREST
FDC ITN-21-041**

Organization Responding to Solicitation: _____

Solicitation Number: FDC ITN-21-041

For the purpose of participating in this solicitation process and complying with the provisions of Chapter 112, Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Florida Department of Corrections:

1. Identify all corporate officers, directors or agents of the Vendor who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two (2) years, or are currently a spouse, parent, or sibling such of an employee of the State of Florida or one of its agencies:

Note: This does not include positions located at individual FDC institutions that were filled by previous employees of the Department and were impacted by privatization of health services functions.

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

Signature: _____ Date: _____

Name: _____

Title: _____

Vendor Name: _____

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**ATTACHMENT IX – SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITN-21-041**

- 1) Per Section 944.47, Florida Statutes (F.S.) it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send any of the following items, which are considered contraband, unless authorized by the officer-in-charge of the correctional institution.
 - a) Any written or recorded communication to any Inmate of any state correctional institution
 - b) Any currency or coin given or transmitted, or intended to be given or transmitted to any Inmate of any state correctional institution
 - c) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any Inmate of any state correctional institution
 - d) Any intoxicating beverage or beverage which causes, or may cause, an intoxicating effect.
 - e) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating, or depressing effect.
 - f) Any firearm or weapon of any kind or any explosive substance, including any weapons left in vehicles on the grounds of a state correctional institution

A person, who violated any provision of Section 944.47, F.S., as it pertains to an article of contraband, is guilty of a felony.

- 2) Do not leave keys in the ignition of motor vehicles. All vehicles must be locked and windows rolled up when parked on state property. Wheel locking devices may also be required.
- 3) All keys must be kept in pockets at all times.
- 4) Confirm with the Institutional Warden where construction vehicles should be parked.
- 5) Obtain formal identification (driver's license or non-driver's license identification obtained from the Florida Department of Highway Safety and Motor Vehicles or equivalent agency in another state), that must be presented each time Contractor staff enter or depart the Institution and as requested by Department staff.
- 6) Absolutely no transactions between Contract personnel and Inmates are permitted. This includes, but is not limited to, giving or receiving cigarettes, stamps, or letters.
- 7) No communication with Inmates, verbal or otherwise, is permitted without the authorization of the Institution's Officer-in-Charge (OIC).
- 8) Strict tool control will be enforced at all times. Tools within the Correctional Institution are classified as AA, A, or B. Class AA tools are defined as any tool that can be utilized to cut chain link fence fiber or razor wire in a rapid and effective manner. Class A tools are defined as those tools which, in their present form, are most likely to be used in an escape or to do bodily harm to staff or Inmates. Class B tools are defined as tools of a less hazardous nature. Every tool is to be geographically controlled and accounted for at all times. At the end of the workday, toolboxes will be removed from the compound or to a secure area as directed by the Department's security staff. The Contractor must maintain two copies of the correct inventory with each tool box, one copy will be used and retained

by the Department's security staff, who will search and ensure a proper inventory of tools each time the tool box is brought into the Institution, the other copy will remain with the tool box at all times. Tools should be kept to a minimum (only those tools necessary to complete the job). All lost tools must be reported to the Institution's Chief of Security (Colonel or Major) immediately. No Inmate will be allowed to leave the area until the lost tool is recovered.

- 9) Approval must be obtained from the Institution's Chief of Security prior to bringing any powder-activated tools into the Institution. Strict accountability of all powder loads and spent cartridges must be maintained at all times.
- 10) All persons and deliveries to be on Department property will enter and exit by only one designated route, to be determined by the Department, and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the Contractor should minimize the number of deliveries.
- 11) Establish materials storage and working areas with the Institution's Warden and/or Chief of Security.
- 12) Control end-of-day construction materials and debris. Construction materials and debris can be used by Inmates as weapons or as a means of escape. Construction material will be stored in locations agreed to by Department security staff and debris will be removed or moved to a designated location. Contractor should arrange for the Department's security staff to inspect the project area before construction personnel leave. This will aid the Contractor in assuring that necessary security measures are taken.
- 13) Coordinate with the Institution's Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Institutional approval is required prior to shutting down any existing utility system. The Contractor should arrange for alternative service, if required, and expeditious re-establishment of the shutdown system.
- 14) All Contractor staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing, unless expressly authorized by the Institution's Warden.
- 15) For security purposes, a background check will be made upon all Contractor staff that provide services on the project.

The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

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**ATTACHMENT X – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC ITN-21-041**

This Business Associate Agreement supplements and is made a part of this Agreement between the Florida Department of Corrections ("Department") and [Click here to enter 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 PHI 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 Health Information Technology for Economic and Clinical Health (HITECH) Act. Contractor acknowledges and agrees that all PHI 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 PHI 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 PHI 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 PHI by Contractor with the PHI 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 PHI that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy Act 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 PHI 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 PHI 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 PHI 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 Business Associate Agreement.

D. Contractor shall report to Department any use or disclosure of PHI, 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 PHI 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 PHI by Contractor in violation of the requirements of this Agreement.

Such report shall notify the Department of:

- 1) any Use or Disclosure of PHI (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 any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").
- 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 72 hours after discovery of a Breach, send the above report to the Department.

Such report shall identify each individual whose PHI 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 PHI accessed, used or disclosed, and provide an exact copy or replication of that PHI.
- 3) Identify who or what caused the Breach and who accessed, used, or received the PHI.
- 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 Business Associate 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 PHI 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 PHI. 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 PHI by a technology standard that renders PHI 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 PHI 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. § 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 PHI 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 PHI available for amendment and incorporate any amendments to PHI 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 PHI to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing PHI 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 Inmates 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 PHI, 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 PHI 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 the Vendor 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 HIPAA 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, the HIPAA Security Rule, and/or the HITECH Act.
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 of 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 subcontractor 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.