



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

**REQUEST FOR PROPOSALS (RFP)
FOR
PRISON RAPE ELIMINATION ACT (PREA) AUDITS**

FDC RFP-19-009

**RELEASED ON
November 19, 2018**

**By the:
Florida Department of Corrections
Bureau of Procurement
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TABLE OF CONTENTS

TIMELINE	4
SECTION 1.0 INTRODUCTORY MATERIALS	5
1.1 Background.....	5
1.2 Statement of Purpose	5
1.3 Definitions	6
1.4 Overview	8
1.5 Contract Term and Renewal	8
1.6 Pricing Methodology.....	8
1.7 Conflicts and Order(s) of Precedence	8
SECTION 2.0 SCOPE OF WORK	9
2.1 Scope of Services	9
2.2 Rules and Regulations	9
2.3 Department Responsibilities.....	10
2.4 Administrative Requirements	10
2.5 Vendor Requirements	10
2.6 Facility Site Locations and Service Times	15
2.7 Vendor Staffing Requirements.....	16
2.8 Value-Added Services.....	16
2.9 Conduct and Safety Requirements.....	17
2.10 Staff Background/Criminal Records Checks.....	18
2.11 Deliverables	20
2.12 General Reporting Requirements.....	20
2.13 Performance Measuring and Performance Monitoring	21
2.14 HIPAA Business Associate Agreement	23
2.15 Records and Documentation	23
2.16 Financial Specifications.....	24
2.17 Vendor Ombudsman	25
2.18 Modification after Contract Execution.....	25
SECTION 3.0 - PROCUREMENT RULES AND INFORMATION	25
3.1 General Instructions to Respondents (PUR 1001).....	25
3.2 Vendor Inquiries.....	26
3.3 Cost of Proposal Preparation	26
3.4 Identical Tie Proposals.....	26
3.5 Instructions For Proposal Submittal.....	26
3.6 Project Proposal Format and Contents.....	27
3.7 Response Opening	34
3.8 Evaluation Criteria.....	34
3.9 Disclosure of Response Contents	35
3.10 Basis of Award	36
3.11 Posting of Notice of Agency Decision.....	36
3.12 Rules for Withdrawal	36
3.13 Rejection of Proposal	36
3.14 Non-Mandatory Pre-Proposal Conference	36
3.15 Addenda	37
3.16 Verbal Instructions Procedure	37
3.17 No Prior Involvement and Conflict of Interest	37
3.18 State Licensing Requirements	37
3.19 MyFloridaMarketPlace (MFMP) Registration	38
3.20 Travel Expenses	38
3.21 Confidential, Proprietary, or Trade Secret Material.....	38

3.22	Utilization of E-Verify.....	39
3.23	Vendor Substitute W-9.....	39
3.24	Scrutinized Companies.....	39
3.25	Disposal of Proposals.....	39
3.26	Protest Procedures.....	39
SECTION 4.0 SPECIAL CONDITIONS.....		40
4.1	General Contract Conditions (PUR 1000).....	40
4.2	State Initiatives.....	40
4.3	Subcontracts.....	41
4.4	Insurance.....	42
4.5	Copyrights, Right to Data, Patents and Royalties.....	42
4.6	Independent Contractor Status.....	43
4.7	Assignment.....	43
4.8	Severability.....	43
4.9	Use of Funds for Lobbying Prohibited.....	43
4.10	Reservation of Rights.....	43
4.11	Convicted Felons.....	44
4.12	Americans with Disabilities Act (ADA).....	44
4.13	Employment of Department Personnel.....	44
4.14	Legal Requirements.....	44
4.15	Governing Law and Venue.....	44
4.16	Prison Rape Elimination Act (PREA).....	44
4.17	Termination.....	44
4.18	Retention of Records.....	45
4.19	Indemnification.....	46
4.20	Inspector General.....	46
ATTACHMENT I	Facility Locations.....	47
ATTACHMENT II	Price Information Sheets.....	53
ATTACHMENT III	Business Associate Agreement For HIPAA.....	69
ATTACHMENT IV	Certification/Attestation Form.....	75
ATTACHMENT V	Business Reference Form.....	76
ATTACHMENT VI	Reference Questionnaire.....	77
ATTACHMENT VII	Evaluation Criteria.....	78
ATTACHMENT VIII	Certification of Drug Free Workplace Program.....	83
ATTACHMENT IX	Vendor's Contact Information.....	84
ATTACHMENT X	Security Requirements for Contractors.....	85

TIMELINE
FDC RFP-19-009

EVENT	DUE DATE	LOCATION
Release of RFP	November 19, 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (non-mandatory)	November 30, 2018 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399 Call-in Telephone Number: (888) 670-3525 Participant Code: 1603048419
Last day for written inquires to be received by the Department	December 14, 2018 prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquires	January 11, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	January 25, 2019 Must be received prior to 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	February 4, 2019, at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	March 18, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 – INTRODUCTORY MATERIALS

1.1 Background

Section 945.025, Florida Statutes (F.S.), provides the authority for the Florida Department of Corrections (Department) to protect the rights of inmates and offenders placed under the Department's custody and supervision. This includes providing inmates with a safe environment, free of sexual abuse, sexual battery, and sexual harassment. The Department has established a zero-tolerance policy for all forms of sexual abuse, sexual battery and sexual harassment, pursuant to the Prison Rape Elimination Act of 2003. The zero-tolerance policy applies to inmates, as well as incidents involving staff members, contractors, and volunteers. The policy also encompasses an inmate, staff, or volunteer's right to be free from retaliation if they report an incident or participate in an investigation.

The Prison Rape Elimination Act (PREA) was passed on September 4, 2003. The purpose of this Act provides for an analysis of the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape.

On May 17, 2012, the U.S. Department of Justice (USDOJ) released the final PREA standards for prisons and jails. PREA audits are required by the USDOJ and assist with ensuring the safety and security of inmates and staff throughout the Department. The Rule released in 2012 marked the USDOJ's first effort to establish standards to protect, detect, and respond to sexual abuse and sexual harassment, and referred to the Code of Federal Regulations (C.F.R.), Title 28, Chapter 1, Part 115, National Standards, under the PREA of 2003. The Rule included 43 operational standard requirements for prisons and jails, as well as six (6) audit requirement standards, in accordance with Subpart 115.401. This requires that each agency audit each facility they operate during a three (3) year audit cycle, with one third of the facilities being audited each year. PREA audit cycles run from August 20th of the first year to August 19th of the following year. In May 2013, the USDOJ released an audit instrument to assist facilities in audit preparation. The instrument includes all the documents that a certified USDOJ PREA auditor utilizes to certify if facilities are in compliance with the PREA.

1.2 Statement of Purpose

The Department is seeking qualified Vendors for the provision of PREA auditing services for its correctional institutions and related facilities throughout the State of Florida.

The Department is requesting Proposals from qualified Vendors, who have a minimum of two (2) years of PREA audit experience, with at least 15 completed PREA audits, and at least five (5) years of experience in the provision of auditing services in the correctional, investigative, and/or law enforcement population (not limited to PREA).

The Department intends to establish a Contract for the services outlined in this RFP.

1.3 Definitions

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

- 1.3.1 **Audit**: Where used herein, refers to the inspection of facilities, conducted by individuals certified by the U.S. Department of Justice (USDOJ), to ensure compliance with PREA standards.
- 1.3.2 **Contract**: The resulting agreement between the successful Vendor and the Department.
- 1.3.3 **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the resultant Contract.
- 1.3.4 **Corrective Action Plan (CAP)**: A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring and/or discovered at any time during the term of the Contract.
- 1.3.5 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance. Deliverables are specifically described in Section 2.11 of this RFP.
- 1.3.6 **Department**: The Florida Department of Corrections (FDC).
- 1.3.7 **Evaluation Methodology**: The process utilized by the Department to evaluate the portions of the Proposal against pre-determined, established evaluation criteria, in order to determine scores and final ranking of qualified Vendors.
- 1.3.8 **Exigent Circumstance**: A situation or circumstance that requires immediate action.
- 1.3.9 **Final Audit Report**: The report that describes the methodology, sampling sizes, basis for the auditor's conclusions with regard to each standard provision for each audited facility, documents the deficiencies that were corrected since the issuance of the Interim Audit Report and final audit findings.
- 1.3.10 **HIPAA**: Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations.
- 1.3.11 **Interim Audit Report**: The report that describes the methodology, sampling sizes, basis for the auditor's conclusions with regard to each standard provision for each audited facility and includes recommendations for any required corrective action.

- 1.3.12 Lead Auditor:** The individual who must participate on each PREA audit and is ultimately responsible for the audit process and all associated work products.
- 1.3.13 Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.3.14 Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with this RFP's requirements, provides an advantage to other Proposers, has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a Proposal.
- 1.3.15 Minor Irregularity:** A variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Vendor an advantage or benefit not enjoyed by the other Vendors, or does not adversely affect the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.3.16 Prison Rape Elimination Act (PREA):** Part 115 of Title 28 C.F.R., 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.
- 1.3.17 PREA Coordinator:** The Department employee in the Office of Institutional Operations assigned to develop, implement, and oversee the Department's efforts to comply with the PREA standards.
- 1.3.18 PREA Compliance Manager:** The Department employee at each facility assigned to implement and oversee efforts to comply with the PREA standards.
- 1.3.19 Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a Vendor, used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- 1.3.20 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance.
- 1.3.21 Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.

- 1.3.22 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resultant Contract.
- 1.3.23 Value-Added Services:** Additional services the Vendor may offer to provide to the Department, in addition to providing services that meet the minimum services requirements and specifications of this RFP, offered at no additional cost to the Department.
- 1.3.24 Vendor or Respondent:** A legally qualified corporation, partnership or other entity submitting a response to the Department, pursuant to this RFP.

1.4 Overview

The Department has assigned PREA Coordinators and facility PREA Compliance Managers to assist in developing, implementing, and monitoring the Department's compliance of the PREA standards. In accordance with Title 28 C.F.R, Part 115, PREA audits are required to be completed for each of the Department's 135 correctional institutions and related facilities, as specified in Attachment I, Facility Locations. These audits must be completed by a Department of Justice-certified auditor, in a three (3) year audit cycle, with one-third (1/3) of the facilities audited each year. The Department's goal is to achieve overall statewide compliance, and create a safe environment, free from sexual abuse, sexual battery and sexual harassment.

1.5 Contract Term and Renewal

As a result of this RFP, the highest scoring, responsive, and responsible Vendor will be awarded a three (3) year, which may be renewed for up to three (3) renewal years, or portions thereof, in accordance with Section 287.057(13), F.S., at the same prices, terms and conditions.

1.6 Pricing Methodology

The Vendor shall provide a cost for the services requested herein using Attachment II, Price Information Sheet. The Vendor shall provide pricing for all facilities in order to be considered responsive to this RFP. The pricing shall be evaluated based on the Grand Total Price. The Department will verify all price calculations, and may correct mathematical errors. In the case of an error, unit prices shall prevail.

1.7 Conflicts and Order(s) of Precedence

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

- a) Addenda, in reverse order of issuance;
- b) Request for Proposal, including attachments;
- c) General Contract Conditions (Form PUR 1000) (Section 4.1); and
- d) General Instructions to Respondents (Form PUR 1001) (Section 3.1).

Section 2.0 – Scope of Work

2.1 Scope of Services

This Section contains the Scope of Services required in the Contract that may be executed as a result of this RFP. By submitting a Proposal, each Vendor specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this RFP, all requirements referencing “Vendor” contained within the Scope of Service below will be applicable to the Vendor should they be awarded.

All services to be performed by, or under the direction of the awarded Vendor, under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFP.

The Department intends to contract with a responsive, responsible Vendor for the provision of PREA auditing services.

2.2 Rules and Regulations

2.2.1 All services provided must meet all applicable local, State, and Federal ordinance, laws, rules and regulations governing the operation of the PREA auditing services. In addition, all services shall be provided in accordance with all Rules of the Department, as contained in Chapter 33, Florida Administrative Code (F.A.C.), and any applicable Department procedures or guidelines, as specified in any resulting Contract, and any subsequent development, revisions and/or amendments thereto. Should any laws, standards, rules or regulations, or Department procedures change during the course of the resulting Contract, the updated versions will take precedence.

2.2.2 The laws, rules, and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of the resulting Contract. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department’s inmates, and of the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights, as to any particular provision regarding services to be performed under the resulting Contract, does not negate the Department’s reservation of rights, and does not mean that any provision regarding the services to be performed under the resulting Contract is subject to a requirement that the parties mutually agreed upon.

2.2.3 The specific rules, procedures, and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout the resulting Contract. The Department will monitor the Vendor’s performance to ensure compliance with all rules, regulations, and requirements contained herein.

2.2.4 The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.

2.2.5 All services provided under any resultant Contract must meet the applicable requirements of Title 28 C.F.R. Part 115; PREA Standards; Title 42 C.F.R.

Part 2; Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164; Chapter 944, F.S.; Chapter 33, F.A.C. Should licensing or program requirements change during the course of any resulting Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference and made part of any resulting Contract.

2.2.6 The Vendor shall pay for all costs associated with local, State, and Federal licensing, permits, and certifications to provide PREA auditing services. All required licensing and certifications shall be current, maintained on-site, and a copy of such shall be submitted to the Department's Contract Manager, or designee, upon request.

2.2.7 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."

2.3 Department Responsibilities

2.3.1 The Department will make available to the Vendor, upon request, all records related to a PREA audit, if such records are not otherwise protected from disclosure by law.

2.3.2 The Department will provide, upon execution of the resulting Contract, a copy of all Department forms necessary to comply with Section 2.12, General Reporting Requirements.

2.4 Administrative Requirements

2.4.1 The Department will not provide any administrative functions or office support to the Vendor (e.g., clerical assistance, office supplies, telephone equipment and service, copiers, fax machines, and preparation of documents), except as indicated in this RFP.

2.4.2 The Vendor shall furnish its own supportive services (e.g., secretarial or clerical staff) and all supplies (office, administrative, etc.).

2.5 Vendor Requirements

2.5.1 The Vendor shall provide the Department with auditing services, in accordance with Federal Rule 28, C.F.R., Part 15, PREA, including, but not limited to, the following:

2.5.1.1 The Vendor shall review, at a minimum, a sampling of relevant documents and other records and information for the most recent one (1) year period.

2.5.1.2 The Vendor shall observe all areas of the audited facilities.

- 2.5.1.3** The Vendor shall request and receive copies of any relevant documents (including electronically stored information), required to assess compliance.
- 2.5.1.4** The Vendor shall retain and preserve all documentation, including video tapes and interview notes, relied upon in making audit determinations. Such documentation shall be provided to the USDO upon request.
- 2.5.1.5** The Vendor shall interview a representative sample of inmates, residents, detainees, staff, supervisors, and administrators, as required to determine compliance.
- 2.5.1.6** The Vendor shall review a sampling of any available videotapes and other electronically available data that may be relevant to the provisions being audited.
- 2.5.1.7** The Vendor shall conduct private interviews with inmates, residents, and detainees, as necessary, and in accordance with Department policies and procedures.
- 2.5.1.8** The Vendor shall communicate with community-based entities or victim advocates who may have insight into relevant conditions in the facility.
- 2.5.1.9** The Vendor shall provide an interim audit report to the Department's Contract Manager, or designee, which describes the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
- 2.5.1.10** The Vendor shall ensure that the interim audit reports state whether Department policies and procedures comply with relevant PREA standards.
- 2.5.1.11** The Vendor shall ensure that any personally identifiable inmate or staff information is redacted from their reports, but will provide such information to the Department upon request and provide such information to the USDOJ, upon request.
- 2.5.1.12** The Vendor shall ensure that inmates, residents, and detainees will be permitted to send confidential information or correspondence to the Vendor in the same manner as if they were communicating with legal counsel.
- 2.5.1.13** The Vendor shall provide fair and professional services to all Department facilities.
- 2.5.1.14** The Vendor shall ensure that all sensitive/confidential Department documents that were provided for the audit are destroyed, such as restricted policies and procedures, when the applicable retention period ceases (electronic and/or hard copy).

- 2.5.1.15** The Vendor shall keep an open line of communication with the Department's Statewide PREA Coordinator and provide them with a copy of all of the above listed reports/information, as requested.
- 2.5.1.16** The Vendor shall provide the PREA Coordinator a written copy of any guidance or direction provided by USDOJ staff, PREA Resource Center staff, Justice staff, other certified USDOJ auditors, or any other Federal PREA Program staff that assisted in determining a finding of "does not meet standard."
- 2.5.1.17** The Vendor shall utilize the Online Audit System for each audit. The Auditor can seek approval of the Department for submission via electronic or paper copies in case the Online Audit System is down.

2.5.2 Pre-Audit Phase

- 2.5.2.1** The Vendor shall review all relevant Department policies, procedures and documentation for each facility type that is provided by the facility prior to the on-site audit, via the Online Audit System, or if approved by the Department, via electronic or paper copies.
- 2.5.2.2** The Vendor shall review, at a minimum, a sampling of relevant documents as outlined on the "Auditor Compliance Tool", found on the PREA Resource Center website, for the most recent one (1) year period.
- 2.5.2.3** The Vendor shall review the facility's pre-audit questionnaire in detail prior to arrival for the on-site audit.
- 2.5.2.4** The Vendor shall provide the facility with any specific requests for detailed information at a minimum timeframe of six (6) weeks prior to the on-site review.
- 2.5.2.5** The Vendor shall communicate with any outside agencies (i.e. victim advocates, Sexual Assault Nurse Examiner (SANE), etc.) who may have insight into relevant conditions in the facility.
- 2.5.2.6** The Vendor shall communicate with the PREA Coordinator and the Facility PREA Compliance Manager about incomplete or incorrect pre-audit documentation to allow the facility to provide corrected information prior to the on-site audit.
- 2.5.2.7** The Vendor shall work with the PREA Coordinator and facility PREA Compliance Manager to develop a schedule for the on-site audit. The PREA Coordinator and facility PREA Compliance Manager have the final approval of any schedule so as to ensure efficiency, safety, security and limited interruption of daily operations.

2.5.3 On-Site Audit Phase

- 2.5.3.1** The Vendor shall ensure that the Lead Auditor remains present on-site for the entirety of the audit. If the Vendor subcontracts services, the subcontractor must meet the minimum auditor criteria.
- 2.5.3.2** The Vendor shall determine compliance with Federal standards and reach one of the following findings: Exceeds Standard (substantially exceeds requirement of standard), Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period), or Does Not Meet Standard (requires corrective action).
- 2.5.3.3** The Vendor shall review all relevant Department policies, procedures, reports, internal and external audits, and accreditations for each facility type.

2.5.4 Post-Audit Phase

- 2.5.4.1** For each PREA standard, at each facility, the Vendor shall determine compliance with Federal standards and reach one (1) of the following findings: Exceeds Standard (substantially exceeds requirement of standard); Meets Standard (substantial compliance; complies in all material ways with the standard for the relevant review period); Does Not Meet Standard (requires corrective action).
- 2.5.4.2** The Vendor shall provide an Interim Audit Report, due 45 calendar days after the on-site audit, which will describe the methodology, sampling sizes, and basis for the auditor's conclusions with regard to each standard provision for each audited facility, and shall include recommendations for any required corrective action.
- 2.5.4.3** The Vendor shall provide the Interim Audit Report via the most current version of the "Auditor Report Template" found on the PREA Resource Center website.
- 2.5.4.4** The Interim Audit Reports shall state whether Department policies and procedures comply with relevant PREA standards.
- 2.5.4.5** The Vendor shall collaborate with the PREA Coordinator and facility PREA Compliance Manager to ensure appropriate corrective action is taken for those standards with a finding of "Does Not Meet Standard."
- 2.5.4.6** The Vendor shall advise the PREA Coordinator and facility PREA Compliance Manager if documentation provided to show corrective action is insufficient. The Vendor will provide this notification no later than 20 calendar days after receipt of the corrective action documents.
- 2.5.4.7** If photographs or other relevant documents provided to the Vendor are insufficient to show corrective action, the Vendor shall revisit the

facility no later than 45 calendar days after the receipt of the facility Corrective Action Plan completion notice and within the 180-day Corrective Action plan period to determine if the corrective action is sufficient.

- 2.5.4.8** The Vendor shall allow discussion and rebuttal from the PREA Coordinator and facility PREA Compliance Manager on disagreements related to findings of “Does Not Meet Standard.”
- 2.5.4.9** The Vendor shall provide a final audit report, which will describe the methodology, sampling sizes, and basis for the auditor’s conclusions with regard to each standard provision for each audited facility. It shall document the deficiencies that were corrected since the Interim Audit Report issuance and will indicate the Vendor’s final audit findings.
- 2.5.4.10** The Vendor’s Final Audit Report shall be provided via the most current version of the Auditor Report Template found on the PREA Resource Center website. The Final Audit Report will be due 30 calendar days after the 180-day corrective action period, or 210 calendar days after the Interim Audit Report is received. Should the 210th calendar day fall on Saturday, Sunday or a Holiday, the Final Audit Report will be due the business day prior.
- 2.5.4.11** The Department may lodge an appeal with the USDOJ regarding any specific audit finding that it believes to be incorrect. Such appeal must be lodged within 90 calendar days of the Vendor’s final determination. If the USDOJ determines that the Department has stated good cause for re-evaluation, the Department may commission a re-audit by an auditor, mutually agreed upon by the USDOJ and the Department. If the appeal is filed based upon the negligence of the Vendor or malicious action of the Vendor and the USDOJ determines there is cause for re-evaluation, the Vendor shall be responsible for providing reimbursement to the Department for the Vendor’s previously conducted audit related to that appeal.
- 2.5.4.12** The Interim Audit Report must be thorough and complete. The Interim Audit Report should triangulate and provide clear detail on the Vendor’s audit findings. For standards with a finding of “Does Not Meet Standard,” the Vendor will provide feedback in the Interim Audit Report related to necessary corrective action required to alleviate any deficiencies and move the standard(s) into compliance.
- 2.5.4.13** The Final Audit Report must be thorough and complete. The Final Audit Report will triangulate and provide clear detail including policy, practice, and interviews contributing to the Vendor’s audit findings. For standards with a finding of “Does Not Meet Standard,” the Vendor will provide corrective actions necessary by the Department. The Final Audit Report will document the deficiencies that were corrected from the Interim Audit Report and will indicate the Vendor’s final audit findings.

2.5.5 Scheduling of Audits

2.5.5.1 The Vendor shall audit at least one third (1/3) of the Department's facilities during each PREA audit cycle year (August 20th of the first year to August 19th of the subsequent year).

- a. The final audit for each audit cycle year shall have the on-site portion of the audit completed by June 30th.

2.5.5.2 The Vendor shall collaborate with the Department's PREA Coordinator to coordinate the schedule of audits.

- a. The three (3) year cycle schedule shall be reviewed by the Vendor and if any dates cause a conflict, the Vendor shall advise the Department's PREA Coordinator within 14 calendar days after receipt of audit schedule.
- b. The Vendor shall review the schedule annually for any dates that may be a conflict. Conflicts for the upcoming audit cycle year shall be communicated to the Department's PREA Coordinator no later than May 30th.
- c. Any changes to the on-site audit dates shall be made at a minimum of 12 full weeks prior to the on-site audit, except in exigent circumstances at the facility, and with the approval of the Department's PREA Coordinator. (An example of an exigent circumstance at a facility would be if the facility was at an elevated level, medical quarantine or any incident that would not reasonably allow the audit process to occur safely. The example is not all-inclusive).
- d. Any changes to the on-site audit dates shall be made at a minimum of 12 full weeks prior to the on-site audit, except in Exigent Circumstances for the Auditor, with the approval of the Department's PREA Coordinator.

2.6 Facility Site Locations and Service Times

2.6.1 Facility Site Locations

The PREA auditing services shall be performed at the 135 Department correctional institutions and related facilities, as specified in Attachment I, Facility Locations. The specific locations will be designated in the resulting Contract. Scheduling of work must be coordinated with the Department's PREA Coordinator, or designee, and shall not disturb the normal operation of the location where services are performed.

2.6.2 Service Times

The Vendor shall conduct auditing services Monday through Friday, during the normal work hours of 8:00 a.m. until 5:00 p.m., Eastern Time (ET),

unless another time is agreed upon by the Vendor and Department staff at the correctional institutions and related facilities. The Vendor will be reasonable when scheduling interviews, requesting documentation, requesting video or other data, and when interacting with Department staff and inmates.

2.7 Vendor Staffing Requirements

2.7.1 General Staffing Requirements

2.7.1.1 The Vendor shall have direct oversight and responsibility for the performance of all its staff. The Vendor shall monitor the performance of all its staff ensuring that they follow the staffing requirements to support the resultant Contract.

2.7.1.2 The Vendor's staff shall liaise with, and maintain a good working relationship with Department staff, and others working with the Department.

2.7.2 Vendor Staffing Qualifications and Credentials

2.7.2.1 The Vendor must be certified through the USDOJ to conduct PREA audits.

2.7.2.2 The Vendor shall ensure that the individual completing the inspection/audits is a certified USDOJ auditor.

2.7.2.3 The Vendor must be in good standing with the USDOJ related to their PREA auditing status.

2.7.2.4 The Vendor must have completed timely, accurate, and thorough PREA audit reports that illustrate triangulation, and an understanding of the intent and application of the PREA standards.

2.7.2.5 All Vendor staff assigned to provide services under the resulting Contract shall be subject to approval by the Department. Individuals previously terminated (for cause) at any time by the Department may not be employed, or provide services, under any resulting Contract.

2.7.2.6 The Vendor's Proposal shall include job descriptions reflective of the minimum qualifications, and the salary ranges, for all auditing staff necessary to comply with Section 2.10, Staff Background/Criminal Records Checks.

2.8 Value-Added Services

Value-added services are services that the Vendor offers, for no additional cost to the Department, as part of the resulting Contract, and which clearly exceed the minimum requirements of this RFP.

Any value-added services offered by the Vendor, if accepted by the Department, might become requirements and be a part of the minimum service specifications contained in the resulting Contract.

Proposals shall include a detailed description of any value-added services the Vendor is offering the Department. An example would be, "the Vendor will provide PREA consulting services." These services would be in addition to those services that meet the minimum service requirements and specifications of this RFP.

2.9 Conduct and Safety Requirements

2.9.1 The Vendor's Proposal shall include a detailed written description of how it will orient and monitor employee compliance regarding conduct and safety requirements.

2.9.2 The Vendor shall ensure that all Vendor's staff adhere to and are provided a copy of these requirements. A signed receipt of acknowledgment shall be maintained in the Vendor's staff's employee personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from any work under the resultant Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

2.9.3 In addition, the Vendor shall ensure all staff adhere to the following requirements:

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one, or group, over another.
- b. The Vendor's staff shall not enter into a relationship with any inmate except a relationship that supports services under any resulting Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate, or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report any violations or attempted violation of these restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors, or services to inmates, members of their family, or close associates.
- c. The Vendor's staff shall not enter into any business relationship with inmates or their families (example – loans, selling, buying, renting, leasing, or trading personal property), or personally employ inmates, or their families, in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an inmate, their family or close associates, except for those activities completed under the resulting Contract.
- d. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Vendor or the Department. In providing services pursuant to the resulting Contract,

the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct.

- e. Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action against the offending party or parties, shall subject the Vendor to punitive action, up to and including termination of any resulting Contract.
- f. The Vendor shall provide a written report of any incident described above, or requiring investigation by the Vendor, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

2.9.4 Tuberculosis (TB) Screening

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

2.10 Staff Background/Criminal Records Checks

- 2.10.1** The Vendor's staff, assigned to perform work under the resultant Contract, shall be subject to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background criminal records check, at the Department's discretion and expense. This background check will be conducted by the Department and may occur, or re-occur, at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting Contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding 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. In order to carry out this check, the Vendor shall provide, upon request, the following data for any employee or subcontractor of the Vendor, assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on

permanent status until notified that the Department received a favorable report from the FBI.

- 2.10.2** The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned work under the resultant Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.
- 2.10.3** No person who has been barred from any Department institution, or other Department facility, shall provide services under the resulting Contract without prior written approval from the Department's Contract Manager, or designee.
- 2.10.4** Inmates are precluded from participating in programming, receiving services, or placement at any program where pre-existing, or continuous close personal relationships, exist between the inmate and any staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and participants. Rule 33-208.002(26), F.A.C. shall apply to the program, which stipulates that marriage between an employee and a participant is not permitted.
- 2.10.5** The Vendor shall not employ, or enter into any subcontract with, any individual under supervision or jurisdiction of any parole, probation or correctional authority, to provide services under the resulting Contract. Persons under any such supervision may work for other elements of the Vendor's agency independent of the Vendor's relationship with the Department. This provision is intended to prevent any employee, under any such legal constraint, from having any contact with, or access to, any records of the Department sponsored inmates participating in any programming.
- a. 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.
 - b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of any employee assigned to perform work under the resulting Contract.
 - c. A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically exclude the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred for all hires. The Vendor shall require that all candidates and employees provide details of any criminal activity. The Vendor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever:

- An employee has a criminal charge filed against them;
 - An employee is arrested;
 - An employee 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); and
 - The Vendor, or any of their staff, has knowledge of any violation of the laws, rules, directives, or procedures of the Department.
- d. The Vendor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or former Department employees.

2.11 Deliverables

The following services or service tasks are identified as deliverables for the purpose of any resultant Contract.

- a. The Vendor shall perform PREA auditing services at the Department's correctional institutions and related facilities;
- b. The Vendor shall provide a Monthly Status Report;
- c. The Vendor shall provide a timely Interim Audit Report for each audit performed; and
- d. The Vendor shall provide a timely Final Audit Report for each audit performed.

2.12 General Reporting Requirements

Reports shall be written in such a manner as to be understood by non-practitioners, and shall contain clear and practical recommendations to assist the Department's Contract Manager, or designee, in the effective supervision of the Vendor. The Vendor shall submit and maintain the following records and documentation on-site, and ensure they are available for review as requested by the Department, or as otherwise specified. The Department reserves the right to require ad-hoc, and/or additional reporting requirements, as necessary.

The Vendor's Proposal shall provide a detailed description of how it will meet the reporting requirements for each report described below. The description shall include the processes that will be utilized to ensure written monthly progress reports and discharge summaries are sent to the Department's Contract Manager, or designee, and how the Vendor will monitor for compliance. This description shall list any non-Department forms to be utilized to meet the requirements.

2.12.1 Monthly Status Report: The Vendor shall provide a Monthly Status Report, reflecting the services performed in the previous month, to the Department's Contract Manager, or designee, by the seventh (7th) calendar day of each month. The following information should be included:

- The status of the Interim and Final Audit Reports, as well as the status of pre-audit and post-audit activities.
- A list of any required or missing documents for upcoming audits and current audits in the corrective action period.

2.13 Performance Measuring and Performance Monitoring

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

Listed below are the key Performance Outcomes, Measures, and Standards deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated performance outcomes and standards (level of achievement) are met.

2.13.1 Performance Measure #1 – Monthly Status Report

Outcome: The Vendor will provide a Monthly Status Report to the Department's Contract Manager, or designee, by the seventh (7th) calendar day of each month documenting the previous month audit activities. The Monthly Status Report shall include the status of Interim and Final Audit Reports as well as the status of pre-audit and post-audit activities. The Monthly Status Report shall also include a list of any required or missing documents for upcoming audits and current audits in the corrective action period.

Measure: The Monthly Status Report shall be submitted no later than the seventh (7th) calendar day of each month. Should the seventh (7th) calendar day fall on a Saturday, Sunday or Holiday, the Monthly Status Report will be due the business day prior.

Standard: Achievement of outcome must meet or exceed 90%.

Financial Consequence: If the Vendor fails to meet the performance measure as outlined above, the Department shall assess financial consequences in the amount of \$750.00 for each percentage point or portion less than 90%.

2.13.2 Performance Measure #2 – Interim Audit Report

Outcome: The Vendor will provide an Interim Audit Report via the most current version of the "Auditor Report Template" found on the PREA Resource Center website. The Interim Audit Report is due 45 calendar days after the on-site audit.

Measure: The Interim Audit Report shall be submitted to the Department in a timely manner.

Standard: The Interim Report must be received within 45 calendar days of the completion of the on-site audit. Should the 45th calendar day fall on a Saturday, Sunday or Holiday, the Interim Audit Report will be due the business day prior.

Financial Consequence: If the Vendor fails to meet the performance standard as outlined above, the Department will impose financial consequences in the amount of \$500.00 per day for each report past 45 calendar days.

2.13.3 Performance Measure #3 – Final Audit Report

Outcome: The Vendor will provide a Final Audit Report via the most current version of the Auditor Report Template found on the PREA Resource Center website. The Final Audit Report will be submitted to the Department in a timely manner.

Measure: The Final Audit Report shall be submitted within 30 calendar days after the 180-day corrective action period, or 210 calendar days of the Interim Audit Report is received. Should the 210th calendar day fall on a Saturday, Sunday or Holiday, the Final Audit Report will be due the business day prior.

Standard: The Final Audit Report must be received 45 calendar days of the completion of the on-site audit.

Financial Consequence: If the Vendor fails to meet the performance standard as outlined above, the Department will impose financial consequences in the amount of \$750.00 per day for each report past 45 calendar days.

2.13.4 Performance Measure #4 – Audit Quality

Outcome: Audits should be of sufficient quality that findings are upheld by the USDOJ.

Measure: All findings of “Does Not Meet Standard” will triangulate and provide clear details including policy, practice, and interviews that contributed to the audit finding and the corrective action necessary by the Department.

Standard: 98% of all findings of “Does Not Meet Standard” will have related, triangulated, supporting documentation.

Financial Consequence: If the Vendor fails to meet the performance measure as outlined above, the Department shall impose

financial consequences in the amount of \$2,500.00 per standard below 98%, where findings are unsupported or are overturned by the USDOJ upon appeal.

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

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

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 calendar days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department, and be 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 the next monthly invoice following imposition of consequences; documentation of the amount of consequences imposed shall be included with the invoice. Failure to issue payment or reimbursement for financial consequences, assessed by the Department, may result in termination of the resulting Contract for cause.

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

2.14 HIPAA Business Associate Agreement

The Vendor will be required to execute a HIPAA Business Associate Agreement, included as Attachment III, and comply with all provisions of State and Federal law regarding confidentiality of personal health information.

2.15 Records and Documentation

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(12), Florida Statutes (F.S.), said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt

or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the Contract term and following completion of the Contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by State or Federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the Vendor for a period of five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to Section 287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from Section 24(a) of Art. I of the State Constitution and either Section 119.07(1), or 119.071, F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at its expense.

2.15.1 Audit Records: The Vendor agrees to maintain records and documents (including electronic storage media) in accordance with generally accepted accounting procedures and practices (GAAP), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the resultant 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.

2.16 Financial Specifications

2.16.1 Funding Source

This project is funded by General Revenue and is contingent upon annual appropriation by the Legislature.

2.16.2 Invoicing and Payment of Invoice

The resultant Contract will be at a fixed-rate per service deliverable. The Department will compensate the Vendor for services, as specified in Attachment II, Price Information Sheets. All charges must be billed in arrears, in accordance with Section 215.422, F.S.

All invoices will be on the Vendor's company letterhead to include the Vendor's name, mailing address, Federal Employer Identification Number (FEIN), and contract number, in accordance with the Price Information Sheet and dates of service. The dates of services will be outlined on the invoice, as well as the deliverables provided and required payment (i.e. April 10, 2018 through April 11, 2018 PREA pre-audit documentation and questionnaire review). Invoices will be detailed and include services performed, each facility name, and related activities completed.

Invoices shall be submitted within 30 calendar days of completion of three (3) deliverables for each audit:

- Pre-audit services, completed no later than the start date of on-site services.
- On-site auditing services, completed upon submission of the Interim Audit Report to the Department.
- Post-audit services completed upon submission of the Final Audit Report to the Department.

2.17 Vendor Ombudsman

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

2.18 Modification after Contract Execution

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

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

The Department shall provide written notice to the Vendor 30 calendar days in advance of any Department-required changes to the technical specifications, and/or scope of service, which affect the Vendor's ability to provide the service as specified herein. Any changes, other than purely administrative changes, will require a written change order or formal Contract amendment.

Section 3.0 – Procurement Rules and Information

3.1 General Instructions to Respondents (PUR 1001)

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

<http://dms.myflorida.com/content/download/2934/11780>.

3.2 Vendor Inquiries

Questions related to this RFP must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be acknowledged. All inquiries shall be labeled with the solicitation and number in the subject line of the email.

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at:

http://vbs.dms.state.fl.us/vbs/main_menu.

Procurement Officer Contact Information

Charlotte Shorter-Rumlin, Procurement Officer
Bureau of Procurement
Florida Department of Corrections
Email: purchasing@fdc.myflorida.com

Respondents to this solicitation or persons acting on their behalf may not contact, between the release and the end of the seventy-two (72) hour period following the agency posting the notice of intended award, excluding Saturdays, Sundays, and State holidays, any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response, Section 287.057(23), F.S.

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

3.3 Cost of Proposal Preparation

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

3.4 Identical Tie Proposals

When evaluating Vendor responses to this RFP, where there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Rule 60A-1.011, F.A.C.

3.5 Instructions for Proposal Submittal

Each Proposal response shall be prepared simply and economically, providing a straightforward, concise but thorough delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Each Proposal must emphasize completeness

and clarity of content and the solution or service proposed. In order to expedite the review of the Proposals, it is essential that Vendors follow the format and instructions.

- Proposals may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline.
- Electronic submission of Proposals will not be accepted.
- Proposals must be delivered on or before the Opening Date and Time, as stipulated in the Timeline. The Department's clocks will provide the official time for Proposal receipt and opening.

All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the proposal opening shall be clearly marked on the outside of each envelope/package. Late Proposals will not be accepted.

- The completed Attachment II, Price Information Sheet **must be sealed in a separate envelope** but may be included in the package with the Proposal.
- Vendors shall submit one (1) signed original Technical Proposal, three (3) hard copies, and four (4) electronic copies, in a searchable PDF format on CDs or DVDs. The electronic copies should contain the entire Proposal as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.21, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF format, on CD or DVD. The submitted CDs/DVDs should not be protected with a password or encrypted.

3.6 Project Proposal Format and Contents

This section prescribes the format in which Proposals are to be submitted. There is no intent to limit the content of the Proposal. Additional information deemed appropriate by the Vendor may be included, but should be placed within the relevant section. **Additional tabs beyond those designated in this section will not be evaluated.**

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

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab," as used herein, is a section separator, offset and labeled, so each Department Evaluator can easily turn to "Tabbed" sections during the evaluation process.

3.6.1 Mandatory Responsive Requirements

The following conditions and requirements must be met by the Vendor to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will

cause the Proposal to be deemed non-responsive. Copies of non-responsive Proposals will be retained in the resulting RFP file.

3.6.1.1 It is mandatory that the Proposal is received by the Department by the date and time specified in the Timeline.

3.6.1.2 It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment IV, Certification Attestation Form. It should be inserted under Tab A of the Proposal.

3.6.1.3 It is mandatory that the Vendor complete, sign, and submit Attachment II, Price Information Sheet. The Price Information Sheet should be sealed separately but should be able to easily insert into Tab E upon the Cost Proposal opening.

3.6.1.4 It is mandatory that the Vendor is certified through the USDOJ to conduct PREA audits.

3.6.1.5 It is mandatory that the Vendor is in good standing with the USDOJ related to the PREA auditing status.

3.6.2 Tab A – Executive Summary

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

3.6.2.1 If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the resulting Contract, the number of years' subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, and all instances of contractual default or debarment (as a prime subcontractor) the subcontractor has had in the past three (3) years.

3.6.2.2 Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of

the most recent Certification of Good Standing. This information may be obtained from Florida's Secretary of State's Office.

- 3.6.2.3** Proof that the Vendor is licensed by the USDOJ to perform PREA audits and is in good standing, as evidenced by the submission of the required license and review of the list provided by the PREA Resource Center.
- 3.6.2.4** A statement disclosing the name of any officer, director, employee, or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.2.5** A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by the Contract terms should the Vendor be awarded any Contract resulting from this RFP and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed to conduct business in the State of Florida.
- 3.6.2.6** A statement certifying that the Vendor has no interest, and shall not acquire any interest that will conflict with its performance of the services required under this RFP.
- 3.6.2.7** A statement identifying whether the Vendor, or all entities related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor; or subcontractors), have ever been convicted of fraud, deceit or unlawful business dealings, whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to Federal, State, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction relating to this paragraph. If there have been none, a statement must be provided to this effect.

3.6.3 Tab B - Business/Corporate Experience and Qualifications

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

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

3.6.3.1 Narrative/Record of Past Experience

The Vendor shall have at least two (2) years of PREA audit experience, with at least 15 PREA audits completed, and at least five (5) years total of the following auditing experience, correctional, investigative, and/or law enforcement. Details of the Vendor's experience shall be provided in narrative form, in sufficient detail so that the Department is able to evaluate its complexity and relevance. The following information shall be included under **Tab B** and specifically include:

- a) A description of the Vendor's corporate purpose, and approach.
- b) The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c) A current copy of all required State and Federal licenses, permits, and registrations including, but not limited to, the following:
 1. Face-sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.4 of this RFP.
- d) A narrative description of the Vendor's experience, for the provision of services similar to those identified in this RFP over the past five (5) years, that fully demonstrate that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. This shall include the name and current telephone number, email address, and mailing address, for the contract manager for each identified contract, in addition to the following information:

- 1) Estimated annual contract value;
 - 2) Inmate population at audited facilities, if applicable;
 - 3) The term of the contract, including effective dates;
 - 4) Reason for contract end, if the contract is no longer in effect;
 - 5) Types of services directly provided by the Vendor under the contract and whether the Vendor was a prime contractor or subcontractor;
 - 6) Detailed examples of situations where the Vendor excelled at meeting performance criteria or deliverables; and
 - 7) A copy of the most recent contract management reviews, evaluations, audits, or similar documents for those contracts identified.
- e) A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- f) A sample of audit reports completed within the last 18 months demonstrating a high-quality and thorough audit, which illustrates triangulation and an understanding of the intent and application of the standards. The sample should include at least four (4) completed interim and four (4) final reports.
- g) A summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor shall provide a statement to that effect.

3.6.3.2 Business/Corporate Background

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

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

3.6.3.3 Business/Corporate References

The Vendor shall furnish references with their Proposal, utilizing the form provided as Attachment V of this RFP. The Department shall, at its discretion use Attachment VI, Reference Questionnaire, to contact the references provided by the Vendor. To qualify as current experience, services described by corporate reference shall be ongoing or shall have been completed within the 18 months preceding the issue date of this RFP.

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

3.6.4 Tab C - Staffing

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

3.6.4.1 Key Management Personnel and Qualifications

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

- a) **Chief Executive Officer (or equivalent title):** The Chief Executive Officer is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO in the provision of PREA auditing.
- b) **Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the resulting Contract. This individual shall have a minimum of two (2) years' experience within the last five (5) years at the management level, providing direct administrative oversight.

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

a description of how staff are trained and qualified to provide the services outlined in this RFP.

3.6.4.2 Staffing Plan

The Vendor shall provide the following:

- a) A list of all position titles in the organization that will provide any administrative oversight, support, or direct services under any resultant Contract. The position title list shall reflect the number of staff with their titles who will be providing those services, and specify whether it is an on-site position or an administrative oversight position.
- b) A detailed list of staff, which reflects the number of staff and the position titles of the individuals who will be working.

3.6.5 Tab D – Technical Proposal/Service Delivery Approach

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

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

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

3.6.6 Tab E – Price Information Sheet

Attachment II, Price Information Sheet, shall be submitted with the most favorable terms the Vendor can offer. The Department may reject any and all Proposals that are conditional, incomplete or which contain irregularities.

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

Attachment II, Price Information Sheet, must identify the name of the Vendor, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the

prices submitted. The Price Information Sheet should be sealed separately but must be easily inserted into Tab E upon the Cost Reply opening.

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

3.7 Response Opening

Proposals are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Responses received late (after Opening Date and Time) will not be accepted or considered, and no modifications by the Vendor of any Proposal will be allowed, unless the Department has made a request for additional information. No Department staff will be held responsible for the inadvertent opening of a Proposal not properly sealed, addressed, or identified. The name of all Vendors submitting Proposals will be made available to interested parties, after the Proposal Opening, upon written request to the Procurement Officer, listed in Section 3.2 of the RFP.

3.8 Evaluation Criteria

In order to assist the Vendor in the development of their Proposal and to facilitate Proposal review, and evaluation by the Department, the Vendor should provide the page number(s) (in column 2) for the requested information located in the Evaluation Criteria (Attachment VII), which should cross reference the contents of Vendor's Proposal, and will be used by the Department for the review and evaluation of Proposals. **The Vendor should indicate at the bottom of each sheet the Vendor name.** The Vendor should also leave remaining fields blank for completion by Evaluators.

3.8.1 Evaluation of Proposals

Following the opening, the Department will conduct a review of the Mandatory Responsiveness Requirements as a pass or fail (listed in Section 3.6.1 of the RFP). If a Proposal passes, it will then be evaluated and scored, based on the established criteria defined in Attachment VII, Evaluation Criteria. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal Category 1 - Business/Corporate Experience and Qualifications, Category 2 - Project Staff, and Category 3 - Service Delivery Approach.

The evaluation will involve the point scoring of each criterion within each category. The following shows the maximum number of points that may be awarded for each category:

Category 1 - Business/Corporate Experience and Qualifications – Tab B	200 points
Category 2 - Project Staff – Tab C	250 points
Category 3 - Service Delivery Approach – Tab D	300 points
Cost Points - Tab E	250 points
TOTAL POINTS POSSIBLE (Final Score)	1,000 points

3.8.1.1 Evaluators will independently score each criterion within a category. Each Evaluator's score for each category will be combined and averaged to determine the point value. Each Vendor's point value for each category will then be combined, and added to the Cost Point value to determine final scores. Attachment VII, Evaluation Criteria, includes the questions that have been developed for each category. A score should be assigned by the Department's Evaluators to each question as follows:

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

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

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

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

3.8.1.2 For Cost Points, the Vendor submitting the lowest Grand Total will receive 250 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 250 = Z$$

Where: N = Lowest Grand Total received by any Proposal
X = Vendor's Grand Total
Z = Points Awarded

3.9 Disclosure of Response Contents

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

3.10 Basis of Award

A Contract will be awarded to the responsible and responsive Vendor who receives the highest Final Score. The Department reserves the right to award a Contract, in whole, or for part of the work provided by this Solicitation. The Department reserves the right to accept, or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State.

3.11 Posting of Notice of Agency Decision

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

The Notice of Agency Decision will be posted on or about the date shown in the Timeline, and will remain posted for a period of 72 hours (Saturdays, Sundays, and State holidays excluded in the computation of the 72-hour time period). All postings will be made available on the Vendor Bid System at: http://vbs.dms.state.fl.us/vbs/main_menu.

3.12 Rules for Withdrawal

A submission may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Vendor, within 72 hours after the Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 days after the opening date.

3.13 Rejection of Proposal

The Department shall reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.3, Definitions. In addition, the Department reserves the right to reject all Proposals received in response to this RFP.

3.14 Non-Mandatory Pre-Proposal Conference

The Department will conduct a Pre-Proposal Conference on the date, time and location specified in the Timeline. Attendance at the Vendors' conference is not mandatory, but is highly encouraged.

The purpose of the conference is to discuss the contents of this RFP and accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with Section 3.2 of this RFP, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via posting on the VBS as an addendum to the RFP and shall be considered the Department's official answers. Verbal answers and discussions shall not be binding upon the Department.

3.15 Addenda

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this solicitation, it will be posted on the VBS at: http://vbs.dms.state.fl.us/vbs/main_menu. Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this solicitation.

3.16 Verbal Instructions Procedure

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

3.17 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), F.S., provides, "A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest 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 request, influencing the content of any specification or procurement standard, rendering of advice, investigation, or auditing or any other advisory capacity to constitute participation in drafting of the solicitation.

The Vendor shall acknowledge acceptance on Attachment IV, Certification/Attestation Form.

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

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

3.18 State Licensing Requirements

All entities defined under Chapters 605, 607, 617, 620 or 621, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State (DOS). If not currently registered with DOS, the successful

Vendor will have five (5) **business** days from the date of award to complete registration, or provide notice of exemption to this requirement.

3.19 MyFloridaMarketPlace (MFMP) 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), unless exempted under Rule 60A1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S. with any Vendor not registered in the VIP system, unless exempted by rule. A Vendor not currently registered in the VIP system shall do so within five (5) business days of award.

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

3.20 Travel Expenses

The Department shall not be responsible for the travel payments incurred by the Vendor under the Contract resulting from this RFP.

3.21 Confidential, Proprietary, or Trade Secret Material

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

3.22 Utilization of E-Verify

In accordance with Executive Order 11-116, “the provider agrees to utilize the U.S. Department of Homeland Security’s E-Verify system, <https://e-verify.uscis.gov/emp>, 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. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision.”

3.23 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>. For additional assistance, Vendors may contract their Customer Service Desk at: (850) 413-5519 or FLW9@myfloridaacfo.com.

3.24 Scrutinized Companies

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 resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S. and 287.135(3), F.S., the Vendor agrees the Department may immediately terminate the resulting 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 Section 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 resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company in not participating in a boycott of Israel.

3.25 Disposal of Proposals

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

3.26 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., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

Section 4.0 - Special Conditions

4.1 General Contract Conditions (PUR 1000)

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

The PUR 1000 is available at:

<http://dms.myflorida.com/content/download/2933/11747>.

4.2 State Initiatives

4.2.1 Diversity in Contracting

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

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

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

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator, and should identify participation by diverse Vendors and Suppliers as prime Contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties

may agree. This documentation shall include the timely reporting of spending with certified, and other, minority-owned/service-disabled veteran-owned 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-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

4.2.2 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, referencing 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's company, referencing 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 exceeding certain thresholds must have valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Vendor's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.3 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 RFP. Anticipated subcontract agreements known at the time of Proposal submission, including the amount of the subcontract, must be identified in the Proposal. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the resulting 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) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

4.4 Insurance

The Vendor agrees to provide adequate, comprehensive insurance coverage, and to hold such insurance at all times during the existence of the Contract resulting from this solicitation. The Vendor accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Vendor, and the Department, under the Contract resulting from this solicitation. At a minimum, such insurance shall include workers' compensation and employer's liability insurance, per Florida statutory limits, covering all employees engaged in any Contract work; commercial general liability coverage; and automobile liability insurance covering all vehicles, owned or otherwise, used in the Contract work. The Vendor may be required to furnish the Department written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

4.5 Copyrights, Right to Data, Patents and Royalties

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Respondent. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the 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 Respondent without express written permission of the Department.

The Respondent, 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 Respondent. The Respondent has no liability when such claim is solely and exclusively due to the combination, operation, or use of any article equipment or data not supplied by the Respondent, or is based solely and exclusively upon the Department's alteration of

the article. The Department will provide prompt written notification of a claim regarding copyright or patent infringement, and will afford the Respondent full opportunity to defend the action and control the defense of such claim.

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

4.6 Independent Contractor Status

The Vendor shall be considered an independent Contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor 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 parties.

4.7 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.

4.8 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.

4.9 Use of Funds for Lobbying Prohibited

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

4.10 Reservation of Rights

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

4.11 Convicted Felons

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

4.12 Americans with Disabilities Act (ADA)

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

4.13 Employment of Department Personnel

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

4.14 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 Proposals received in response hereto and shall govern any and all claims and disputes which may arise between person(s) submitting a Proposal response hereto and the State of Florida, by and through its officers, employees and authorized representatives, or any other person, natural or otherwise; and lack of knowledge by any Vendor shall not constitute a cognizable defense against the legal effect thereof.

4.15 Governing Law and Venue

Any resulting Contract shall be construed, performed, and enforced in all aspects in accordance with the laws, rules, and regulations of the State of Florida. Any action hereon or in connection herewith shall be brought in Leon County, Florida.

4.16 Prison Rape Elimination Act (PREA)

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

4.17 Termination

4.17.1 Termination at Will

The resulting Contract may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 120 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.

4.17.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than 24 hours' notice in writing 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.

4.17.3 Termination for Cause

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract upon 24 hours' notice. 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. If applicable, the Department may employ the default provisions in Rule 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.

4.17.4 Termination for Unauthorized Employment

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

4.18 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 resulting from this solicitation 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 resulting from this solicitation. 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 IX, Vendor's Contract 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 resulting from this solicitation, and shall notify the Department by certified mail within 10 business days if/when the records are moved to a new location.

4.19 Indemnification

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

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper disclosure of confidential information and promises to defend the Department against the same at the Vendor's expense.

4.20 Inspector General

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

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**ATTACHMENT I
FACILITY LOCATIONS
FDC RFP-19-009**

<p>APALACHEE CORRECTIONAL INSTITUTION – EAST UNIT 35 APALACHEE DRIVE SNEADS, FLORIDA 32460</p>	<p>APALACHEE CORRECTIONAL INSTITUTION – WEST UNIT 52 WEST UNIT DRIVE SNEADS, FLORIDA 32460 SUPERVISED BY: APALACHEE CI</p>
<p>AVON PARK CORRECTIONAL INSTITUTION – MAIN UNIT 8100 HIGHWAY 64, EAST AVON PARK, FLORIDA 33825</p>	<p>AVON PARK CORRECTIONAL INSTITUTION – WORK CAMP 8100 HIGHWAY 64, EAST AVON PARK, FLORIDA 33825 SUPERVISED BY: AVON PARK</p>
<p>BAKER CORRECTIONAL INSTITUTION – MAIN UNIT 20706 US HIGHWAY 90 WEST SANDERSON, FLORIDA 32087</p>	<p>BAKER CORRECTIONAL INSTITUTION – WORK CAMP 20706 US HIGHWAY 90 WEST SANDERSON, FLORIDA 32087 SUPERVISED BY: BAKER CI</p>
<p>BAKER – RE-ENTRY 17128 US HIGHWAY 90 WEST SANDERSON, FLORIDA 32087 SUPERVISED BY: BAKER CI</p>	<p>THE TRANSITION HOUSE OF DINSMORE (CONTRACTED FACILITY) 13200 OLD KINGS ROAD JACKSONVILLE, FLORIDA 32219 SUPERVISED BY: BAKER CI</p>
<p>BRIDGES OF JACKSONVILLE (CONTRACTED FACILITY) 601 AGMAC AVENUE JACKSONVILLE, FLORIDA 32254 SUPERVISED BY: BAKER CI</p>	<p>CALHOUN CORRECTIONAL INSTITUTION – MAIN UNIT 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424</p>
<p>CALHOUN CORRECTIONAL INSTITUTION – WORK CAMP 19562 SE INSTITUTION DRIVE BLOUNTSTOWN, FL 32424 SUPERVISED BY: CALHOUN CI</p>	<p>CENTURY CORRECTIONAL INSTITUTION – MAIN UNIT 400 TEDDER ROAD CENTURY, FL 32535</p>
<p>CENTURY CORRECTIONAL INSTITUTION – WORK CAMP 400 TEDDER ROAD CENTURY, FL 32535 SUPERVISED BY: CENTURY CI</p>	<p>PENSACOLA COMMUNITY RELEASE CENTER 3050 NORTH L STREET PENSACOLA, FLORIDA 32501 SUPERVISED BY: CENTURY CI</p>
<p>CENTRAL FLORIDA RECEPTION CENTER – MAIN UNIT 7000 H C KELLEY ROAD ORLANDO, FLORIDA 32831</p>	<p>CENTRAL FLORIDA RECEPTION CENTER – EAST 7000 H C KELLEY ROAD ORLANDO, FLORIDA 32831 SUPERVISED BY: CFRC</p>
<p>CENTRAL FLORIDA RECEPTION CENTER –SOUTH 7000 H C KELLEY ROAD ORLANDO, FLORIDA 32831 SUPERVISED BY: CFRC</p>	<p>KISSIMMEE COMMUNITY RELEASE CENTER 2925 MICHIGAN AVENUE KISSIMMEE, FLORIDA 33025 SUPERVISED BY: CFRC</p>
<p>ORLANDO COMMUNITY RELEASE CENTER 7300 LAUREL HILL DRIVE ORLANDO, FLORIDA 32818 SUPERVISED BY: CFRC</p>	<p>ORLANDO BRIDGE (CONTRACTED FACILITY) 2007 NORTH MERCY DRIVE ORLANDO, FLORIDA 32808 SUPERVISED BY: CFRC</p>

BRIDGES OF ORLANDO (CONTRACTED FACILITY) 2007 NORTH MERCY DRIVE ORLANDO, FLORIDA 32808 SUPERVISED BY: CFRC	BRIDGES OF COCOA (CONTRACTED FACILITY) 585 CAMP ROAD COCOA, FLORIDA 32927 SUPERVISED BY: CFRC
TRANSITION HOUSE OF KISSIMMEE (CONTRACTED FACILITY) 900 EAST VINE STREET KISSIMMEE, FLORIDA 34744 SUPERVISED BY: CFRC	CHARLOTTE CORRECTIONAL INSTITUTION – MAIN UNIT 33123 OIL WELL ROAD PUNTA GORDA, FLORIDA 33955
FT. MYERS - WORK CAMP 2575 ORTIZ AVENUE FT. MYERS, FLORIDA 33994 SUPERVISED BY: CHARLOTTE CI	COLUMBIA CORRECTIONAL INSTITUTION – MAIN UNIT 216 SE CORRECTIONS WAY LAKE CITY, FLORIDA 32025
COLUMBIA CORRECTIONAL INSTITUTION –ANNEX 216 SE CORRECTIONS WAY LAKE CITY, FLORIDA 32025 SUPERVISED BY: COLUMBIA CI	COLUMBIA CORRECTIONAL INSTITUTION – WORK CAMP 216 SE CORRECTIONS WAY LAKE CITY, FLORIDA 32025
BRIDGES OF LAKE CITY (CONTRACTED FACILITY) 1099 NW DOT COURT LAKE CITY, FLORIDA 32055 SUPERVISED BY: COLUMBIA CI	CROSS CITY – MAIN UNIT 568 NE 255 TH STREET CROSS CITY, FLORIDA 32628
CROSS CITY – WORK CAMP 315 NE 255 TH STREET CROSS CITY, FLORIDA 32628 SUPERVISED BY: CROSS CITY	CROSS CITY – EAST UNIT 568 NE 255 TH STREET CROSS CITY, FLORIDA 32628 SUPERVISED BY: CROSS CITY
DADE CORRECTIONAL INSTITUTION 19000 SW 377 TH STREET FLORIDA CITY, FLORIDA 33034	DESOTO CORRECTIONAL INSTITUTION – ANNEX 13617 SE HIGHWAY 70 ARCADIA, FLORIDA 34266
DESOTO WORK CAMP 13617 SE HIGHWAY 70 ARCADIA, FLORIDA 34266 SUPERVISED BY: DESOTO CI	EVERGLADES CORRECTIONAL INSTITUTION – MAIN UNIT 1599 SW 187 TH AVENUE MIAMI, FLORIDA 33194
EVERGLADES CORRECTIONAL INSTITUTION –RE-ENTRY CENTER 1599 SW 187 TH AVENUE MIAMI, FLORIDA 33194 SUPERVISED BY: EVERGLADES	FLORIDA STATE PRISON – MAIN UNIT 7819 NW 228 TH STREET RAIFORD, FLORIDA 32026
FLORIDA STATE PRISON – WEST 7819 NW 228 TH STREET RAIFORD, FLORIDA 32026 SUPERVISED BY: FLORIDA STATE PRISON	FLORIDA WOMEN'S RECEPTION CENTER 3700 NW 111 TH PLACE OCALA, FLORIDA 34482
FRANKLIN CORRECTIONAL INSTITUTION – MAIN UNIT 1760 HIGHWAY 67 NORTH CARRABELLE, FLORIDA 32322	FRANKLIN CORRECTIONAL INSTITUTION – WORK CAMP 1760 HIGHWAY 67 NORTH CARRABELLE, FLORIDA 32322 SUPERVISED BY: FRANKLIN CI
GADSDEN RE-ENTRY CENTER 630 OPPORTUNITY LANE HAVANA, FLORIDA 32333	GULF CORRECTIONAL INSTITUTION – MAIN UNIT 500 IKE STEELE ROAD WEWAHITCHKA, FLORIDA 32465

GULF CORRECTIONAL INSTITUTION – ANNEX 500 IKE STEELE ROAD WEWAHITCHKA, FLORIDA 32465 SUPERVISED BY: GULF CI	GULF FORESTRY CAMP 3222 DOC WHITFIELD ROAD WHITE CITY, FLORIDA 32465 SUPERVISED BY: GULF CI
HAMILTON CORRECTIONAL INSTITUTION – MAIN UNIT 106050 SW 46 TH STREET JASPER, FLORIDA 32052	HAMILTON CORRECTIONAL INSTITUTION - ANNEX 10650 SW 46 TH STREET JASPER, FLORIDA 32052 SUPERVISED BY: HAMILTON CI
HAMILTON CORRECTIONAL INSTITUTION – WORK CAMP 10650 SW 46 TH STREET JASPER, FLORIDA 32052 SUPERVISED BY: HAMILTON CI	HARDEE CORRECTIONAL INSTITUTION – MAIN UNIT 6901 STATE ROAD 62 BOWLING GREEN, FLORIDA 33834
HARDEE CORRECTIONAL INSTITUTION – WORK CAMP 6899 STATE ROAD 62 BOWLING GREEN, FLORIDA 33834 SUPERVISED BY: HARDEE CI	HERNANDO CORRECTIONAL INSTITUTION – MAIN UNIT 16415 SPRING HILL DRIVE BROOKSVILLE, FLORIDA 34604
SUNCOAST COMMUNITY RELEASE CENTER (CONTRACTED FACILITY) 10596 GANDY BOULEVARD ST. PETERSBURG, FLORIDA 33702 SUPERVISED BY: HERNANDO CI	HOLMES CORRECTIONAL INSTITUTION – MAIN UNIT 3142 THOMAS DRIVE BONIFAY, FLORIDA 32425
HOLMES CORRECTIONAL INSTITUTION – WORK CAMP 3182 THOMAS DRIVE BONIFAY, FLORIDA 32425 SUPERVISED BY: HOLMES CI	HOMESTEAD CORRECTIONAL INSTITUTION – MAIN UNIT 19000 S2 377 TH STREET FLORIDA CITY, FLORIDA 33034
JACKSON CORRECTIONAL INSTITUTION – MAIN UNIT 5563 10 TH STREET MALONE, FLORIDA 32445	JACKSON CORRECTIONAL INSTITUTION – WORK CAMP 5607 10 TH STREET, HIGHWAY 71 NORTH MALONE, FLORIDA 32445 SUPERVISED BY: JACKSON CI
GRACEVILLE WORK CAMP 5230 EZELL ROAD GRACEVILLE, FLORIDA 32440 SUPERVISED BY: JACKSON CI	JEFFERSON CORRECTIONAL INSTITUTION – MAIN UNIT 1050 BIG JOE ROAD MONTICELLO, FLORIDA 32344
TALLAHASSEE COMMUNITY RELEASE CENTER 2616-A SPRINGHILL ROAD TALLAHASSEE, FLORIDA 32305 SUPERVISED BY: JEFFERSON CI	SHISHA HOUSE WEST (CONTRACTED FACILITY) 418 WEST VIRGINIA STREET TALLAHASSEE, FLORIDA 32301 SUPERVISED BY: JEFFERSON CI
LAKE CORRECTIONAL INSTITUTION 19225 US HIGHWAY 27 CLERMONT, FLORIDA 34715	LANCASTER CORRECTIONAL INSTITUTION – MAIN UNIT 3449 SW STATE ROAD 26 TRENTON, FLORIDA 32693
LANCASTER CORRECTIONAL INSTITUTION – WORK CAMP 3449 SW STATE ROAD 26 TRENTON, FLORIDA 32693 SUPERVISED BY: LANCASTER CI	GAINESVILLE WORK CAMP 700 NE 55 TH BOULEVARD GAINESVILLE, FLORIDA 32641 SUPERVISED BY: LANCASTER CI
BRIDGES OF SANTA FE (CONTRACTED FACILITY) 2901 NE 39 TH AVENUE GAINESVILLE, FLORIDA 32602 SUPERVISED BY: LACASTER CI	LAWTEY CORRECTIONAL INSTITUTION – MAIN UNIT 22298 NW COUNTY ROAD, 200B LAWTEY, FLORIDA 32058

LIBERTY CORRECTIONAL INSTITUTION – MAIN UNIT 11064 NW DEMPSEY BARRON ROAD BRISTOL, FLORIDA 32321	LIBERTY CORRECTIONAL INSTITUTION – SOUTH UNIT 11064 NW DEMPSEY BARRON ROAD BRISTOL, FLORIDA 32321 SUPERVISED BY: LIBERTY CI
QUINCY ANNEX SUPERVISED BY: LIBERTY CI 2225 PAT THOMAS PARKWAY QUINCY, FLORIDA 32351	LOWELL CORRECTIONAL INSTITUTION – MAIN UNIT 11120 NW GAINESVILLE ROAD OCALA, FLORIDA 34482
LOWELL CORRECTIONAL INSTITUTION – ANNEX 11120 NW GAINESVILLE ROAD OCALA, FLORIDA 34482 SUPERVISED BY: LOWELL CI	LOWELL CORRECTIONAL INSTITUTION – WORK CAMP 11120 NW GAINESVILLE ROAD OCALA, FLORIDA 34482 SUPERVISED BY: LOWELL CI
MADISON CORRECTIONAL INSTITUTION – MAIN UNIT 382 SOUTHWEST MCI WAY MADISON, FLORIDA 32340	MADISON CORRECTIONAL INSTITUTION – WORK CAMP 382 SOUTHWEST MCI WAY MADISON, FLORIDA 32340 SUPERVISED BY: MADISON CI
MARION CORRECTIONAL INSTITUTION – MAIN UNIT 3269 NW 105 TH STREET OCALA, FLORIDA 34475	MARION CORRECTIONAL INSTITUTION – WORK CAMP 3269 NW 105 TH STREET OCALA, FLORIDA 34475 SUPERVISED BY: MARION CI
RE-ENTRY OF OCALA (CONTRACTED FACILITY) 2006 NE 8 TH ROAD OCALA, FLORIDA 34470 SUPERVISED BY: MARION CI	MARTIN CORRECTIONAL INSTITUTION – MAIN UNIT 1150 SW ALLAPATTAH ROAD INDIANTOWN, FLORIDA 34956
MARTIN CORRECTIONAL INSTITUTION – WORK CAMP SUPERVISED BY: MARTIN CI 100 SW ALLAPATTAH ROAD INDIANTOWN, FLORIDA 34956	WEST PALM BEACH COMMUNITY RELEASE CENTER 261 FAIRGROUNDS ROAD WEST PALM BEACH, FLORIDA 33411 SUPERVISED BY: MARTIN CI
ATLANTIC COMMUNITY RELEASE CENTER 263 FAIRGROUNDS ROAD WEST PALM BEACH, FLORIDA 33411 SUPERVISED BY: MARTIN CI	FORT PIERCE COMMUNITY RELEASE CENTER 1203 BELL AVENUE FORT PIERCE, FLORIDA 33411 SUPERVISED BY: MARTIN CI
LOXAHATCHEE ROAD PRISON 230 SUNSHINE ROAD WEST PALM BEACH, FLORIDA 33411 SUPERVISED BY: MARTIN CI	MAYO CORRECTIONAL INSTITUTION – ANNEX 8784 US HIGHWAY 27 WEST MAYO, FLORIDA 32066
NEW RIVER CORRECTIONAL INSTITUTION – MAIN UNIT 8000 NW 80 TH PLACE RAIFORD, FLORIDA 32083	NEW RIVER CORRECTIONAL INSTITUTION – WORK CAMP 13600 NE 258 TH COURT RAIFORD, FLORIDA 32083 SUPERVISED BY: NEW RIVER CI
NORTH WEST FLORIDA RECEPTION CENTER (NWFRC) – MAIN UNIT 4455 SAM MITCHELL DRIVE CHIPLEY, FLORIDA 32428	NORTH WEST FLORIDA RECEPTION CENTER (NWFRC) – ANNEX 4455 SAM MITCHELL DRIVE CHIPLEY, FLORIDA 32428 SUPERVISED BY: NWFRC
PANAMA CITY COMMUNITY RELEASE CENTER 3609 HIGHWAY 390 PANAMA CITY, FLORIDA 32405 SUPERVISED BY: NWFRC	OKALOOSA CORRECTIONAL INSTITUTION – MAIN UNIT 3189 COLONEL GREG MALLOY RD CRESTVIEW, FLORIDA 32539

OKALOOSA CORRECTIONAL INSTITUTION – WORK CAMP 3189 COLONEL GREG MALLORY ROAD CRESTVIEW, FLORIDA 32539 SUPERVISED BY: OKALOOSA CI	OKEECHOBEE CORRECTIONAL INSTITUTION – MAIN UNIT 3420 NE 168 TH STREET OKEECHOBEE, FLORIDA 34972
OKEECHOBEE CORRECTIONAL INSTITUTION – WORK CAMP 3420 NE 168 TH STREET OKEECHOBEE, FLORIDA 34972 SUPERVISED BY: OKEECHOBEE CI	SAGO PALM RE-ENTRY CENTER 500 BAY BOTTOM ROAD PAHOKEE, FLORIDA 33476 SUPERVISED BY: OKEECHOBEE CI
POLK CORRECTIONAL INSTITUTION – MAIN UNIT 10800 EVANS ROAD POLK CITY, FLORIDA 33686	POLK CORRECTIONAL INSTITUTION – WORK CAMP 10800 EVANS ROAD POLK CITY, FLORIDA 33868 SUPERVISED BY: POLK CI
LARGO ROAD PRISON 5201 ULMERTON ROAD POLK CITY, FLORIDA 33868 SUPERVISED BY: POLK CI	TRANSITION HOUSE OF BARTOW (CONTRACTED FACILITY) 550 N RESTWOOD AVENUE BARTOW, FLORIDA 33830 SUPERVISED BY: POLK CI
ST. PETERSBURG COMMUNITY RELEASE CENTER 4237 8 TH AVENUE SOUTH ST. PETERSBURG, FLORIDA 33711 SUPERVISED BY: POLK CI	PUTNAM CORRECTIONAL INSTITUTION 128 YELVINGTON ROAD EAST PALATKA, FLORIDA 32131
RECEPTION MEDICAL CENTER – MAIN UNIT 7765 SOUTH COUNTY ROAD 231 LAKE BUTLER, FLORIDA 32054	RECEPTION MEDICAL CENTER – WEST UNIT 7765 SOUTH COUNTY ROAD 231 LAKE BUTLER, FLORIDA 32054 SUPERVISED BY: RMC
RECEPTION MEDICAL CENTER – WORK CAMP 7765 SOUTH COUNTY ROAD 231 LAKE BUTLER, FLORIDA 32054 SUPERVISED BY: RMC	SANTA ROSA CORRECTIONAL INSTITUTION – MAIN UNIT 5850 EAST MILTON ROAD MILTON, FLORIDA 32583
SANTA ROSA CORRECTIONAL INSTITUTION – ANNEX 5850 EAST MILTON ROAD MILTON, FLORIDA 32583 SUPERVISED BY: SANTA ROSA CI	SANTA ROSA CORRECTIONAL INSTITUTION – WORK CAMP 5850 EAST MILTON ROAD MILTON, FLORIDA 32583 SUPERVISED BY: SANTA ROSA CI
SOUTH FLORIDA RECEPTION CENTER – MAIN UNIT 14000 NW 41 ST STREET DORAL, FLORIDA 33178	SOUTH FLORIDA RECEPTION CENTER – SOUTH UNIT 13910 NW 41 ST STREET DORAL, FLORIDA 33178 SUPERVISED BY: SFRC
HOLLYWOOD COMMUNITY RELEASE CENTER 8501 WEST CYPRESS DRIVE PEMBROKE PINES, FLORIDA 33025 SUPERVISED BY: SFRC	MIAMI NORTH COMMUNITY RELEASE CENTER 7090 NW 41 ST STREET MIAMI, FORIDA 33166 SUPERVISED BY: SFRC
OPA LOCKA COMMUNITY RELEASE CENTER 5400 NW 135 TH STREET OPA LOCKA, FLORIDA 33054 SUPERVISED BY: SFRC	SUMTER CORRECTIONAL INSTITUTION – MAIN UNIT 9858 COUNTY ROAD 476B BUSHNELL, FLORIDA 33513
SUMTER CORRECTIONAL INSTITUTION - ANNEX (YOUTHFUL OFFENDERS) 9858 COUNTY ROAD 476B BUSHNELL, FLORIDA 33513 SUPERVISED BY: SUMTER CI	SUMTER CORRECTIONAL INSTITUTION – WORK CAMP 9858 COUNTY ROAD 476B BUSHNELL, FLORIDA 33513 SUPERVISED BY: SUMTER CI

SUMTER CORRECTIONAL INSTITUTION – BASIC TRAINING UNIT 9544 COUNTY ROAD 476B BUSHNELL, FLORIDA 33513 SUPERVISED BY: SUMTER CI	SUWANNEE CORRECTIONAL INSTITUTION – MAIN UNIT 5964 US HIGHWAY 90 LIVE OAK, FLORIDA 32060
SUWANNEE CORRECTIONAL INSTITUTION – ANNEX (YOUTHFUL OFFENDERS) 5964 US HIGHWAY 90 LIVE OAK, FLORIDA 32060 SUPERVISED BY: SUWANNEE CI	SUWANNEE CORRECTIONAL INSTITUTION – WORK CAMP 5964 US HIGHWAY 90 LIVE OAK, FLORIDA 32060 SUPERVISED BY: SUWANNEE CI
TAYLOR CORRECTIONAL INSTITUTION – MAIN UNIT 8501 HAMPTON SPRINGS ROAD PERRY, FLORIDA 32348	TAYLOR CORRECTIONAL INSTITUTION – ANNEX 8501 HAMPTON SPRINGS ROAD PERRY, FLORIDA 32348 SUPERVISED BY: TAYLOR CI
TAYLOR CORRECTIONAL INSTITUTION – WORK CAMP 8501 HAMPTON SPRING ROAD PERRY, FLORIDA 32348 SUPERVISED BY: TAYLOR CI	TOMOKA CORRECTIONAL INSTITUTION – MAIN UNIT 3950 TIGER BAY ROAD DAYTONA BEACH, FLORIDA 32124
TOMOKA CORRECTIONAL INSTITUTION – WORK CAMP 3950 TIGER BAY ROAD DAYTONA BEACH, FLORIDA 32124 SUPERVISED BY: TOMOKA CI	TOMOKA CORRECTIONAL INSTITUTION – COMMUNITY RELEASE CENTER 285 (CONTRACTED FACILITY) 1341 INDIAN LAKE ROAD DAYTONA BEACH, FLORIDA 32124 SUPERVISED BY: TOMOKA CI
TOMOKA CORRECTIONAL INSTITUTION – COMMUNITY RELEASE CENTER 290 (CONTRACTED FACILITY) 3601 US HIGHWAY 92 DAYTONA BEACH, FLORIDA 32124 SUPERVISED BY: TOMOKA CI	UNION CORRECTIONAL INSTITUTION 7819 NW 228 TH STREET RAIFORD, FLORIDA 32026
WAKULLA CORRECTIONAL INSTITUTION – MAIN UNIT 110 MELALEUCA DR CRAWFORDVILLE, FLORIDA 32327	WAKULLA CORRECTIONAL INSTITUTION – ANNEX 110 MELALEUCA DRIVE CRAWFORDVILLE, FLORIDA 32327 SUPERVISED BY: WAKULLA CI
WAKULLA CORRECTIONAL INSTITUTION – WORK CAMP 110 MELALEUCA DRIVE CRAWFORDVILLE, FLORIDA 32327 SUPERVISED BY: WAKULLA CI	WALTON CORRECTIONAL INSTITUTION – MAIN UNIT 691 INSTITUTION ROAD DEFUNIAK SPRINGS, FLORIDA 32433
WALTON CORRECTIONAL INSTITUTION – WORK CAMP 301 INSTITUTION ROAD DEFUNIAK SPRINGS, FLORIDA 32433 SUPERVISED BY: WALTON CI	ZEPHYRHILLS CORRECTIONAL INSTITUTION – MAIN UNIT 2739 GALL BOULEVARD ZEPHYRHILLS, FLORIDA 33541
TRANSITION HOUSE OF TARPON SPRINGS (CONTRACTED FACILITY) 566 BRADY ROAD TARPON SPRINGS, FLORIDA 34689 SUPERVISED BY: ZEPHYRHILLS CI	

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 1 of 16**

Respondents shall provide an audit price per deliverable below. Audit prices must be firm and shall include all associated costs. In order to be responsive, please ensure that every location has a completed price for each deliverable.

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Apalachee CI East	257	1322	\$ _____	\$ _____	\$ _____	\$ _____
Apalachee CI West	171	915	\$ _____	\$ _____	\$ _____	\$ _____
Avon Park CI Main Unit	224	1035	\$ _____	\$ _____	\$ _____	\$ _____
Avon Park CI Work Camp	78	512	\$ _____	\$ _____	\$ _____	\$ _____
Baker CI Main Unit	232	1169	\$ _____	\$ _____	\$ _____	\$ _____
Baker CI Work Camp	66	285	\$ _____	\$ _____	\$ _____	\$ _____
Baker Re-Entry	74	432	\$ _____	\$ _____	\$ _____	\$ _____
The Transition House of Dinsmore (Contracted Facility)	20	150	\$ _____	\$ _____	\$ _____	\$ _____
Bridges of Jacksonville (Contracted Facility)	17	140	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 2 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Calhoun CI Main Unit	238	1374	\$ _____	\$ _____	\$ _____	\$ _____
Calhoun CI Work Camp	59	286	\$ _____	\$ _____	\$ _____	\$ _____
Century CI Main Unit	236	1366	\$ _____	\$ _____	\$ _____	\$ _____
Century CI Work Camp	57	284	\$ _____	\$ _____	\$ _____	\$ _____
Pensacola Community Release Center	13	78	\$ _____	\$ _____	\$ _____	\$ _____
Central Florida Reception Center Main Unit	373	1360	\$ _____	\$ _____	\$ _____	\$ _____
Central Florida Reception Center East	232	1407	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 3 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Central Florida Reception Center South	45	116	\$ _____	\$ _____	\$ _____	\$ _____
Kissimmee Community Release Center	221	1617	\$ _____	\$ _____	\$ _____	\$ _____
Orlando Community Release Center (Contracted Facility)	15	80	\$ _____	\$ _____	\$ _____	\$ _____
Orlando Bridge (Contracted Facility)	30	136	\$ _____	\$ _____	\$ _____	\$ _____
Bridges of Orlando (Contracted Facility)	32	152	\$ _____	\$ _____	\$ _____	\$ _____
Bridges of Cocoa (Contracted Facility)	23	84	\$ _____	\$ _____	\$ _____	\$ _____
Transition House of Kissimmee (Contracted Facility)	30	150	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 4 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Charlotte CI Main Unit	311	1253	\$ _____	\$ _____	\$ _____	\$ _____
Fort Myers Work Camp	46	117	\$ _____	\$ _____	\$ _____	\$ _____
Columbia CI Main Unit	230	1269	\$ _____	\$ _____	\$ _____	\$ _____
Columbia Annex	185	1566	\$ _____	\$ _____	\$ _____	\$ _____
Columbia Work Camp	77	288	\$ _____	\$ _____	\$ _____	\$ _____
Bridges of Lake City (Contracted Facility)	30	156	\$ _____	\$ _____	\$ _____	\$ _____
Cross City CI Main Unit	210	1031	\$ _____	\$ _____	\$ _____	\$ _____
Cross City Work Camp	65	280	\$ _____	\$ _____	\$ _____	\$ _____
Cross City East	58	432	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 5 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Dade CI	350	1440	\$ _____	\$ _____	\$ _____	\$ _____
Desoto Annex	255	1385	\$ _____	\$ _____	\$ _____	\$ _____
Desoto Work Camp	81	288	\$ _____	\$ _____	\$ _____	\$ _____
Everglades CI Main Unit	273	1525	\$ _____	\$ _____	\$ _____	\$ _____
Everglades Re-Entry Center	99	432	\$ _____	\$ _____	\$ _____	\$ _____
Florida State Prison Main Unit	447	1460	\$ _____	\$ _____	\$ _____	\$ _____
Florida State Prison West	158	821	\$ _____	\$ _____	\$ _____	\$ _____
Florida Women's Reception Center	305	1307	\$ _____	\$ _____	\$ _____	\$ _____
Franklin Main Unit	218	1346	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 6 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Franklin Work Camp	56	432	\$ _____	\$ _____	\$ _____	\$ _____
Gadsden Re-Entry Center	97	432	\$ _____	\$ _____	\$ _____	\$ _____
Gulf CI Main Unit	235	1480	\$ _____	\$ _____	\$ _____	\$ _____
Gulf CI Annex	140	1227	\$ _____	\$ _____	\$ _____	\$ _____
Gulf Forestry Camp	65	293	\$ _____	\$ _____	\$ _____	\$ _____
Hamilton CI Main Unit	196	1120	\$ _____	\$ _____	\$ _____	\$ _____
Hamilton CI Annex	165	1239	\$ _____	\$ _____	\$ _____	\$ _____
Hamilton CI Work Camp	55	288	\$ _____	\$ _____	\$ _____	\$ _____
Hardee CI Main Unit	219	1249	\$ _____	\$ _____	\$ _____	\$ _____
Hardee CI Work Camp	69	288	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 7 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Hernando Main Unit	127	440	\$ _____	\$ _____	\$ _____	\$ _____
Suncoast Community Release Center (Contracted Facility)	32	165	\$ _____	\$ _____	\$ _____	\$ _____
Holmes CI Main Unit	237	1128	\$ _____	\$ _____	\$ _____	\$ _____
Holmes CI Work Camp	64	328	\$ _____	\$ _____	\$ _____	\$ _____
Homestead CI Main Unit	184	661	\$ _____	\$ _____	\$ _____	\$ _____
Jackson CI Main Unit	244	1399	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 8 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Jackson CI Work Camp	61	288	\$ _____	\$ _____	\$ _____	\$ _____
Graceville Work Camp	61	285	\$ _____	\$ _____	\$ _____	\$ _____
Jefferson CI Main Unit	224	1111	\$ _____	\$ _____	\$ _____	\$ _____
Tallahassee Community Release Center	18	108	\$ _____	\$ _____	\$ _____	\$ _____
Shisa House West (Contracted Facility)	6	32	\$ _____	\$ _____	\$ _____	\$ _____
Lake CI	322	1114	\$ _____	\$ _____	\$ _____	\$ _____
Lancaster CI Main Unit	220	687	\$ _____	\$ _____	\$ _____	\$ _____
Lancaster CI Work Camp	220	687	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 9 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Bridges of Santa Fe	30	156	\$ _____	\$ _____	\$ _____	\$ _____
Gainesville Work Camp	69	270	\$ _____	\$ _____	\$ _____	\$ _____
Lawtey CI Main Unit	193	843	\$ _____	\$ _____	\$ _____	\$ _____
Liberty CI Main Unit	231	1377	\$ _____	\$ _____	\$ _____	\$ _____
Liberty CI South	65	432	\$ _____	\$ _____	\$ _____	\$ _____
Quincy Annex	94	415	\$ _____	\$ _____	\$ _____	\$ _____
Lowell CI Main Unit	276	1440	\$ _____	\$ _____	\$ _____	\$ _____
Lowell CI Annex	221	1617	\$ _____	\$ _____	\$ _____	\$ _____
Lowell CI Work Camp	95	394	\$ _____	\$ _____	\$ _____	\$ _____
Madison CI Main Unit	210	1271	\$ _____	\$ _____	\$ _____	\$ _____
Madison CI Work Camp	64	295	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 10 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Marion CI Main Unit	242	1271	\$ _____	\$ _____	\$ _____	\$ _____
Marion CI Work Camp	70	295	\$ _____	\$ _____	\$ _____	\$ _____
Re-Entry of Ocala (Contracted Facility)	25	100	\$ _____	\$ _____	\$ _____	\$ _____
Martin CI Main Unit	244	1552	\$ _____	\$ _____	\$ _____	\$ _____
Martin CI Work Camp	64	264	\$ _____	\$ _____	\$ _____	\$ _____
West Palm Beach Community Release Center	18	149	\$ _____	\$ _____	\$ _____	\$ _____
Atlantic Community Release Center	8	45	\$ _____	\$ _____	\$ _____	\$ _____
Ft. Pierce Community Release Center	14	82	\$ _____	\$ _____	\$ _____	\$ _____
Loxahatchee Road Prison	31	92	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 11 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Mayo CI Annex	195	1345	\$ _____	\$ _____	\$ _____	\$ _____
New River CI Main Unit	206	908	\$ _____	\$ _____	\$ _____	\$ _____
New River Work Camp	79	432	\$ _____	\$ _____	\$ _____	\$ _____
North West Florida Reception Center Main	247	1303	\$ _____	\$ _____	\$ _____	\$ _____
North West Florida Reception Center Annex	205	1560	\$ _____	\$ _____	\$ _____	\$ _____
Panama City Community Release Center	12	70	\$ _____	\$ _____	\$ _____	\$ _____
Okaloosa CI Main Unit	200	959	\$ _____	\$ _____	\$ _____	\$ _____
Okaloosa CI Work Camp	74	280	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 12 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Okeechobee CI Main Unit	232	1303	\$ _____	\$ _____	\$ _____	\$ _____
Okeechobee Work Camp	76	1560	\$ _____	\$ _____	\$ _____	\$ _____
Sago Palm Re-Entry Center	90	384	\$ _____	\$ _____	\$ _____	\$ _____
Polk CI Main Unit	235	1151	\$ _____	\$ _____	\$ _____	\$ _____
Polk CI Work Camp	80	292	\$ _____	\$ _____	\$ _____	\$ _____
Largo Road Prison	27	76	\$ _____	\$ _____	\$ _____	\$ _____
Transition House of Bartow (Contracted Facility)	17	79	\$ _____	\$ _____	\$ _____	\$ _____
St. Petersburg Community Release Center	20	136	\$ _____	\$ _____	\$ _____	\$ _____
Putnam CI	138	479	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 13 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Reception Medical Center Main	314	1470	\$ _____	\$ _____	\$ _____	\$ _____
Reception Medical Center West	122	1148	\$ _____	\$ _____	\$ _____	\$ _____
Reception Medical Center Work Camp	61	432	\$ _____	\$ _____	\$ _____	\$ _____
Santa Rosa CI Main Unit	411	1447	\$ _____	\$ _____	\$ _____	\$ _____
Santa Rosa CI Annex	233	225	\$ _____	\$ _____	\$ _____	\$ _____
Santa Rosa Work Camp	68	96	\$ _____	\$ _____	\$ _____	\$ _____
South Florida Reception Center Main	384	1100	\$ _____	\$ _____	\$ _____	\$ _____
South Florida Reception Center South	159	889	\$ _____	\$ _____	\$ _____	\$ _____
Hollywood Community Release Center	21	252	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 14 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Miami North Community Release Center	22	182	\$ _____	\$ _____	\$ _____	\$ _____
Opa Locka Community Release Center	19	147	\$ _____	\$ _____	\$ _____	\$ _____
Sumter CI Main Unit	320	1589	\$ _____	\$ _____	\$ _____	\$ _____
Sumter CI Annex (youthful)	Same as Main Unit Staff	31	\$ _____	\$ _____	\$ _____	\$ _____
Sumter CI Work Camp	68	290	\$ _____	\$ _____	\$ _____	\$ _____
Sumter Basic Training Unit	33	112	\$ _____	\$ _____	\$ _____	\$ _____
Suwanee CI Main Unit	307	1502	\$ _____	\$ _____	\$ _____	\$ _____
Suwanee CI Annex (youthful)	160	1406	\$ _____	\$ _____	\$ _____	\$ _____
Suwanee CI Work Camp	62	432	\$ _____	\$ _____	\$ _____	\$ _____
Taylor CI Main	199	879	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION _____

FEIN NUMBER _____

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 15 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Taylor CI Annex	117	1027	\$ _____	\$ _____	\$ _____	\$ _____
Taylor Work Camp	71	432	\$ _____	\$ _____	\$ _____	\$ _____
Tomoka CI Main Unit	235	1336	\$ _____	\$ _____	\$ _____	\$ _____
Tomoka CI Work Camp	68	292	\$ _____	\$ _____	\$ _____	\$ _____
Tomoka Community Release 285 (Contracted Facility)	13	82	\$ _____	\$ _____	\$ _____	\$ _____
Tomoka Community Release 290 (Contracted Facility)	13	84	\$ _____	\$ _____	\$ _____	\$ _____
Union CI	489	1616	\$ _____	\$ _____	\$ _____	\$ _____
Wakulla CI Main Unit	267	1496	\$ _____	\$ _____	\$ _____	\$ _____
Wakulla CI Annex	244	1617	\$ _____	\$ _____	\$ _____	\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

**ATTACHMENT II
PRICE INFORMATION SHEET
Page 16 of 16**

Facility	Estimated Number of Staff	Estimated Number of Inmates	Pre-Audit and On-Site Audit Price (A)	Interim Audit Report Price (B)	Final Audit Report Price (C)	Total Audit Price (D) (A+B+C= D)
Wakulla CI Work Camp	84	431	\$ _____	\$ _____	\$ _____	\$ _____
Walton CI Main Unit	217	1284	\$ _____	\$ _____	\$ _____	\$ _____
Walton CI Work Camp	62	288	\$ _____	\$ _____	\$ _____	\$ _____
Zephyrhills CI Main Unit	220	631	\$ _____	\$ _____	\$ _____	\$ _____
Transition House of Tarpon Springs (Contracted Facility)	22	84	\$ _____	\$ _____	\$ _____	\$ _____
GRAND TOTAL PRICE (SUM OF COLUMN (D))						\$ _____

NAME OF VENDOR'S ORGANIZATION

FEIN NUMBER

NAME OF AUTHORIZED REPRESENTATIVE

DATE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

**ATTACHMENT III
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFP-19-009**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose Protected Health Information that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose Protected Health Information as follows:
 - (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
 - (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means' the combining of protected health information by Contractor with the protected health information received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
 - (3) Contractor may use and disclose protected health information that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Contractor Contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.
- C. Contractor will implement appropriate safeguards to prevent use or disclosure of Protected Health Information other than as permitted in this Agreement. Further, Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the Department. The Secretary of Health and Human Services and the Department shall have the right to audit Contractor's records and practices related to use and disclosure of Protected Health Information to ensure the Department's compliance with the terms of the HIPAA Privacy Rule and/or the HIPAA Security Rule.

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

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

Such report shall notify the Department of:

- 1) any Use or Disclosure of protected health information (including Security Incidents) not permitted by this Agreement or in writing by the Department;
- 2) any Security Incident; and
- 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").

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

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach;
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information;
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information;

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

- I. The Contractor agrees, when requesting Protected Health Information to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing Protected Health Information as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to 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 Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

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

5. **Amendment** - Both parties agree to take such action as is necessary to amend this Agreement from time to time as is necessary to comply with the requirements of the Privacy Rule, the HIPAA Security Rule, and the HITECH Act.
6. **Interpretation** - Any ambiguity in this Agreement shall be resolved to permit the Department to comply with the HIPAA Privacy Rule and/or the HIPAA Security Rule.
7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any 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.

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**ATTACHMENT IV- CERTIFICATION/ATTESTATION FORM
FDC RFP-19-009**

1. Business/Corporate Experience:

This is to certify that the Vendor has at least two (2) years of PREA auditing experience, with at least 15 PREA audits completed, within the last five (5) years, relevant in the provision of auditing services to the correctional, investigative, and/or law enforcement population.

2. Authority to Legally Bind the Vendor:

This is to certify that the person signing below is authorized to make this affidavit on behalf of the firm, its owner(s), directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.

3. Statement of No Involvement:

This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.

4. Statement of No Inducement:

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.

5. Statement of Non-Disclosure:

This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Proposal have been disclosed, directly or indirectly, to any other Vendor or to any competitor.

6. Statement of Non-Collusion:

This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.

7. Non-Discrimination Statement:

This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.

8. Unauthorized Alien Statement:

This is to certify that the Vendor does not knowingly employ unauthorized alien workers.

9. Statement of No Investigation/Conviction:

This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.

10. Scrutinized Companies Lists:

If value of this solicitation is greater than or equal to \$1 million, then the Vendor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities on the Iran Petroleum Energy Sector List, or 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 resulting Contract.

Dated this _____ day of _____ 20__.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____ 20__.

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT V –BUSINESS REFERENCE FORM
FDC RFP-19-009**

Vendor Name: _____

Vendors are required to submit with the Proposal, contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will make only two (2) attempts to contact each entity. The Department's determination is not subject to review or challenge.

1) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

2) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

3) Name of Company/Agency: _____
Contact Person: _____
Phone Number: _____
Address: _____
Email Address: _____

Signature of Vendor's Authorized Representative

**ATTACHMENT VI - REFERENCE QUESTIONNAIRE
FDC RFP-19-009**

Respondent's Name: _____

Reference's Name: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

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

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

Reference Verified by:

Name (printed)

Title

Signature

Date

**ATTACHMENT VII - EVALUATION CRITERIA
FDC RFP-19-009**

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

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note:</u> This column is for the Department's Evaluators to complete.
Category 1 - Business/Corporate Experience and Qualifications (Possible Points 200)				
3.6.2		1. To what extent does the Vendor's Executive Summary provide an explanation of their method of delivering the required PREA auditing services in conjunction with the minimum requirements and scope of services outlined in this RFP? (Poor – 12.50; Adequate – 25; Good – 34.50; Exceptional – 40)	40	
3.6.3.1		2. To what extent does the Vendor's corporate qualifications and experience demonstrate that they have the required PREA audit experience, and the sufficient ability to perform under a Contract resulting from this RFP? (Poor – 12.5; Adequate – 25; Good – 34.50; Exceptional – 40)	40	
2.7.2		3. To what extent does the Vendor demonstrate experience relevant to the provision of auditing services to correctional, investigative, and/or law enforcement populations? (Poor – 12.50; Adequate – 25; Good – 34.50; Exceptional – 40)	40	
3.6.5		4. To what extent does the business references submitted by the Vendor demonstrate the Vendor's ability to perform under a resulting Contract from the RFP? (Poor – 12.50; Adequate – 25; Good – 34.50; Exceptional – 40)	40	
3.6.2.3		5. To what extent does the Vendor demonstrate they hold current certification through the USDOJ to conduct PREA audits as described in this RFP? (Poor – 12.50; Adequate – 25; Good – 34.50; Exceptional – 40)	40	
Total Points Awarded – Category 1 – Business/Corporate Experience and Qualifications				_____

Vendor Name: _____

Evaluator's Name: _____

**ATTACHMENT VII - EVALUATION CRITERIA
FDC RFP-19-009**

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

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note:</u> <u>This column is</u> <u>for the</u> <u>Department's</u> <u>Evaluators to</u> <u>complete.</u>
Category 2 – Project Staff (Possible Points 250)				
3.6.4.1(a)		1. To what extent does the resume for the Chief Executive Officer (or equivalent title) sufficiently demonstrate experience in the provision of PREA auditing services? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
2.7.2		2. To what extent do the resumes for the Vendor's staff sufficiently detail their ability to provide PREA auditing services as described in the RFP? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
3.6.3.1		3. To what extent does the Vendor demonstrate that they have sufficient qualified staff available to provide PREA audit services as described in the RFP? (Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)	75	
3.6.2.3		4. To what extent are the Vendor's proposed staff qualified to assigned to provide services under the resulting contract from this RFP are licensed by the USDOJ to perform PREA audits? (Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)	75	
Total Points Awarded – Category 2– Project Staff Qualifications				_____

Vendor Name: _____

Evaluator's Name: _____

**ATTACHMENT VII - EVALUATION CRITERIA
FDC RFP-19-009**

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

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note:</u> <u>This column is</u> <u>for the</u> <u>Department's</u> <u>Evaluators to</u> <u>complete.</u>
Category 3 – Service Delivery Approach (Possible Points 300)				
3.6.4		1. To what extent does the Vendor's response demonstrate their understanding of providing PREA auditing services as described in this RFP? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
3.6.3.1(f)		2. To what extent does the Vendor's report samples compare favorably to the PREA Resource Center example reports as it relates to quality, thoroughness, completion and triangulation? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
3.6.2		3. How comprehensive and appropriate are the Vendor's written plans to meet the performance measures as described in this RFP? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
3.6.2		4. How sufficient is the Vendor's detailed description as it pertains to their understanding of financial consequences, in reference to not meeting the performance measures as described in this RFP? (Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded – Category 3 – Service Delivery Approach				_____

Vendor Name: _____

Evaluator's Name: _____

**ATTACHMENT VII - EVALUATION CRITERIA
FDC RFP-19-009**

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

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note:</u> <u>This column is</u> <u>for the</u> <u>Department's</u> <u>Evaluators to</u> <u>complete.</u>
Category 3 – Service Delivery Approach (Possible Points 300)				
2.5		5. To what extent does the Vendor's response demonstrate an ability to conduct PREA audits for all the Department's institutions and related facilities throughout the State, as specified in this RFP? (Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)	75	
3.6.3.1(f)		6. To what extent do the Vendor's report samples show the following: <ul style="list-style-type: none"> • indicate a clear knowledge of PREA standards, their intent, and USDOJ's guidance on interpretation; and • show collaboration with the Department on corrective action and appropriate communication with the Department. (Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)	75	
3.6.3.1(d)(6)		7. To what extent did the Vendor validate that their submissions of PREA auditing reports were submitted within the required timeframe? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
Total Points Awarded – Category 3 – Service Delivery Approach				_____

Vendor Name: _____

Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY 1 _____ CATEGORY 2 _____ CATEGORY 3 _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT

The Price Information Sheet, with the lowest verified grand total cost points will be awarded 250 points. All other Cost Proposals will receive points according to the following formula:

$$(N / X) \times 250 = Z$$

Where: N = Lowest Grand Total Price received by any Proposal.
X = Vendor's Grand Total Price.
Z = Cost Points Awarded.

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

COST POINTS AWARDED: _____

Bureau of Procurement calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (Total of Technical & Cost Points): _____

Bureau of Procurement calculating the Final Score:

NAME: _____ SIGNATURE: _____

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**ATTACHMENT VIII– CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-19-009**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug use 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 use violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) **business** days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug use 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 IX - VENDOR'S CONTACT INFORMATION
FDC RFP 19-009**

The Vendor shall identify the contact information for Solicitation and Contractual purposes per the requested fields of the table below.

	Vendor Contact Person For Solicitation Purposes	Vendor Contact Person For Contractual Purposes (should Vendor be awarded)
Name:		
Title:		
Address: (Line 1)		
Address: (Line 2)		
City, State, Zip code		
Telephone: (Office)		
Telephone: (Mobile)		
Fax:		
Email:		

Authorized Vendor Signature

Date

ATTACHMENT X - SECURITY REQUIREMENTS
FDC RFP-19-009

- 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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