



FLORIDA DEPARTMENT of

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**SERVICES**  
We serve those who serve Florida

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Rick Scott, Governor

Erin Rock, Secretary

**REQUEST FOR PROPOSALS (RFP)**  
**FOR**  
**OPERATION AND MANAGEMENT OF GADSDEN CORRECTIONAL FACILITY**  
**RFP NO: DMS-17/18-023**  
**THE STATE OF FLORIDA**  
**DEPARTMENT OF MANAGEMENT SERVICES**

Procurement Officer: Gerri Faircloth  
Departmental Purchasing  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335A  
Tallahassee, FL 32399-0950  
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, Florida Statutes. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

[http://www.dms.myflorida.com/agency\\_administration/general\\_counsel](http://www.dms.myflorida.com/agency_administration/general_counsel)

**NOTICE PURSUANT TO SECTION 287.057(23), FLORIDA STATUTES**

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

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**Required Forms:**

FORM 1 – CONTACT INFORMATION  
FORM 2 – NOTICE OF CONFLICT OF INTEREST  
FORM 3 – NON-COLLUSION AFFIDAVIT  
FORM 4 – STATEMENT OF NO INVOLVEMENT  
FORM 5 – BUSINESS/CORPORATE REFERENCE FORM  
FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM  
FORM 7 – SUBCONTRACTING  
FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS

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## SECTION 1. INTRODUCTION

### 1.1 Solicitation Objective

The State of Florida, Department of Management Services (“Department” or “DMS”), Division of Specialized Services, Bureau of Private Prison Monitoring is issuing this solicitation to establish a contract for operations and management of the Gadsden Correctional Facility. This solicitation will be administered through the Vendor Bid System (VBS).

This solicitation has an estimated annual spend of \$22,456,625. This is for informational purposes only and should not be construed as representing actual, guaranteed or minimum spend under any new contract. The Department intends to make a single award. However, the Department reserves the right to make no awards.

### 1.2 Background Information

Gadsden Correctional Facility (GCF) is located in Gadsden County, Florida. GCF was built in 1994, and is a 1,250-bed capacity, medium security, open bay dormitory facility housing adult females sentenced to the Florida Department of Corrections (FDC).

### 1.3 Term

The initial term of the Contract will be three (3) years, and the Contract may be renewed for successive two (2) year periods thereafter, upon agreement of the parties. Renewals are contingent upon satisfactory performance evaluations by the Department and subject to the availability of funds. The state is not obligated for any payments to the contractor beyond current annual appropriations.

### 1.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department’s Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

### 1.5 Procurement Officer

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

**Procurement Officer for this solicitation is:**

Gerri Faircloth, Procurement Officer  
Florida Department of Management Services  
4050 Esplanade Way, Suite 335A  
Tallahassee, FL 32399-0950  
Phone: 850-413-7190  
Email: [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com)

**\*\*\*PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER.\*\*\***

During the time between the release of this RFP and the end of the 72-hour period following the Department's posting of the Notice of Intent to Award, Respondents to this solicitation, or persons acting on their behalf, may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation. Any inquiries should be submitted 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 2. SOLICITATION PROCESS**

**2.1 General Overview**

The RFP is a method of competitively soliciting a commodity or contractual service under Chapter 287, Florida Statutes. Vendors can submit formal questions in writing to the Procurement Officer by the deadline listed in subsection 2.3, Timeline of Events.

Proposals must be submitted by the deadline. The Department will hold a public opening of the Proposals at the date, time, and location listed in subsection 2.3, Timeline of Events. After the Department has reviewed and evaluated the Proposals, the Department will post its decision on the VBS.

**2.2 Questions and Answers**

Respondents will address all inquiries regarding this solicitation to the Procurement Officer, via email, during the Question and Answer period. The deadline for submission of questions is reflected in subsection 2.3, Timeline of Events.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	RFP Section	RFP Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written inquiries will be issued by addendum via the VBS.

**2.3 Timeline of Events**

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times (Eastern Time) specified below.

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Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS.		August 28, 2018
Vendor deadline to submit Attachment N – NDA and Intent to Submit a Proposal to the Procurement Officer.	03:00 PM	September 10, 2018
Attachments G, H, & M will be shipped, via overnight delivery, on CD-ROM to vendors who submitted the Attachment N – NDA and Intent to Submit a Proposal, in accordance with subsection 2.4 of this RFP.		September 12, 2018
Deadline to supply mandatory site visit information supplied to the Procurement Officer in accordance with subsection 2.5.	05:00 PM	September 14, 2018
Mandatory Site Visit Gadsden Correctional Facility 6044 Greensboro Hwy Quincy, FL 32353	10:00 AM	September 21, 2018
Deadline to submit questions to the Procurement Officer.	3:00 PM	September 28, 2018
Department's anticipated posting of answers to Respondents' questions on the VBS.		October 16, 2018
Deadline to submit Proposal and all required documents to the Procurement Officer.	3:00 PM	October 30, 2018
Public Opening Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399	3:30 PM	October 30, 2018
Formal Evaluations Conducted		November 5, 2018 – November 30, 2018
Public Meeting for Evaluators to confirm scores Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399 Conference Call Information: Number: 1 (888) 670-3525 Passcode: 2572858861#	10:00 AM	December 11, 2018
Anticipated date to post Notice of Intent to Award		December 18, 2018
Anticipated Contract start date		April 1, 2019
Potential Vendor Transition		May 1, 2019 – July 31, 2019

## 2.4 Notice of Intent to Submit a Proposal and Non-Disclosure Agreement

To be eligible to reply to this RFP, vendors must obtain Attachment G - FDC's Policies and Procedures and Health Service Bulletins, Attachment H - DMS Policies and Procedures, and Attachment M – Contract and Performance Indicator Tool directly from the Procurement Officer. These files contain portions of Confidential Information.

To obtain this attachment, vendors must submit a fully completed copy of Attachment N - Non-Disclosure Agreement and Notice of Intent to Submit a Proposal, to the Procurement Officer, via email at [dms.purchasing@dms.myflorida.com](mailto:dms.purchasing@dms.myflorida.com), by the time and date indicated in subsection 2.3, Timeline of Events.

Upon receipt of the attachment, the Department will send Attachment G - FDC's Policies and Procedures and Health Service Bulletins, Attachment H - DMS Policies and Procedures, and Attachment M – Contract and Performance Indicator Tool on CD-ROM by Federal Express overnight delivery.

Vendors who submitted Attachment N – Confidentiality and Non-Disclosure Agreement and Notice of Intent to Submit a Proposal, and received the Confidential Information included in Attachment G - FDC's Policies and Procedures and Health Service Bulletins and Attachment H - DMS Policies and Procedures, but failed to submit a reply to the RFP shall destroy the Confidential Information, including any copies, shall provide a complete access list (page 4 of Attachment N) and certification that the vendor has complied with this requirement to the Procurement Officer on or before the due date of replies.

## 2.5 Site Visit

The Department has set a specific date for the mandatory site visit to be held at the time and location indicated in subsection 2.3, Timeline of Events, and will not allow site visits for Respondents at any other time. **Interested parties shall meet at the main gate of the Facility at the designated time for admittance. All FDC security procedures shall apply, as stated in Attachment O – 602.016 Security Procedure.**

The site visit is required so that Respondents may become familiar with the Facility and any general and specific conditions that may affect the preparation of a Response and/or the performance of the resultant Contract.

**Failure by the Respondent to attend the site visit will result in the Respondent being deemed non-responsive.** As to this requirement, only Respondents that sign the attendance sheet held by the Procurement Officer for the mandatory site visit will be considered responsive.

Respondents must contact, via email or otherwise in writing, the Procurement Officer at least four (4) business days prior to the site visit and furnish the following information for all attendees:

- attendee's full name;
- social security number;
- date of birth; and
- driver's license number and state of issuance.

Participation in the site visit will be limited to five (5) representatives per Respondent.

Persons present, as attendees, must be the same individuals noted on the final written list. The Department has no obligation to make changes or additions to the Respondent's list of individuals after the deadline to supply mandatory site visit information, as provided in subsection 2.3, Timeline of Events. Attendees must present photo identification at the site. For security reasons, any person present for admission to a site visit and not on the written list will be denied access.

The Department will accept oral questions during the site visit and will make a reasonable effort to provide answers at that time. However, the Department will only be bound by the written answers it issues in accordance with subsection 2.2, Questions and Answers. All other answers and discussions shall not be binding upon the Department.

## **2.6 Addendum to the Solicitation**

The Department reserves the right to modify this solicitation by issuing an addendum and posting on the VBS. It is the responsibility of the Respondent to check VBS for any changes.

## **2.7 Contract Formation**

The Contract will consist of Attachment A – Contract and all Exhibits; this RFP, and any addenda in reverse order of issuance; the Respondent's response to this RFP submitted by the awarded Respondent and upon which the award was based; and the General Contract Conditions, PUR 1000, which is incorporated by reference and available at: [http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

## **2.8 Modification or Withdrawal of Proposals**

Respondents may modify the Proposal, at any time prior to the deadline, to submit the Proposal and all required documents to the Procurement Officer by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer, in writing, before the RFP public opening.

## **2.9 Diversity**

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Department's effort. To this end, minority, veteran, and women owned businesses are encouraged to participate in the State's competitive procurement process as both Contractors and subcontractors.

# **SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS**

## **3.1 Introduction**

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents (PUR 1001, 2006 version) are incorporated by reference and can be accessed at:

[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms)



The Special Instructions are in Section 3 of the RFP. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

**Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:**

**Section 3. Electronic Submission of Proposals**

*Proposals shall be submitted in accordance with the General Overview of this solicitation.*

**Section 5. Questions**

*Questions shall be submitted in accordance with the Questions and Answers section of this solicitation.*

**Section 9. Respondent's Representation and Authorization.**

*In submitting a response, each Respondent understands, represents, and acknowledges the following:*

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made 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 noncompetitive response.*
- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.*
- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:*
  - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise*

*criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*

- *Has within a three (3) year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.*
- *All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.*

#### **Section 14. Firm Response**

- *DMS may make an award within three hundred sixty-five (365) days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn. A Reply may not be withdrawn after award. If an award is not made within three hundred sixty-five (365) days, the Replies shall remain firm until DMS receives from an Offeror's written notice that a Reply is withdrawn. Any Reply that expresses a shorter duration may, in DMS' sole discretion, be accepted or rejected.*

### **3.2 MyFloridaMarketPlace (MFMP) Registration**

The awarded Respondent(s) must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com>.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Section 3.7 of the General Contract Conditions, PUR 1000, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

### **3.3 Florida Substitute Form W-9 Process**

State of Florida vendors **must** register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit:

<http://www.myfloridacfo.com/Division/AA/StateAgencies/W9Instructions022212.pdf>

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

### **3.4 How to Submit a Proposal**

Submit the Proposal in (a) properly marked, sealed box(es) containing the following:

- 3.4.1** One (1) original, un-redacted bound version of the Proposal, with seven (7) unredacted, bound paper copies.
- 3.4.2** One (1) original of Attachment F – Price Sheet in a separate sealed envelope.
- 3.4.3** One (1) scanned copy of the entire Proposal in Adobe (.pdf) and Attachment F -- Price Sheet in Excel (.xls) or Adobe (.pdf) on a CD or USB flash drive. Large files should be scanned as separate files.
- 3.4.4** One (1) electronic redacted copy of the entire Proposal on a CD or USB flash drive (if applicable, as described in subsection 3.8 of this RFP).

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Proposals are to consist of identical information. In the event of a conflict between the copies, the original paper Proposal controls.

Sealed Proposals are to be clearly marked on the outside of the package with the solicitation number, company name, and Procurement Officer Name.

Proposals are to be submitted to the Procurement Officer at the address listed in subsection 1.5 of this solicitation.

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal should be on completeness and clarity of content.

Respondents are responsible for submitting their Proposals by the date and time specified in subsection 2.3, Timeline of Events, of this solicitation.

### **3.5 Mandatory Responsiveness Requirements**

The Department will not evaluate Proposals from Respondents that do not meet the minimum requirements listed below. The Respondent's Experience and Ability narrative and Proposed Technical Solution will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness.

Provide a signed Form 8 – Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

- 3.5.1** The Respondent must submit Attachment N – NDA and Intent to Submit a Proposal, in accordance with subsection 2.3, Timeline of Events.
- 3.5.2** The Respondent must submit its Access List, as described in Attachment N, NDA and Intent to Submit a Proposal, section 6.e, with its Proposal.
- 3.5.3** The Respondent must attend the mandatory site visit, in accordance with section 2.5, and sign the attendance sheet.
- 3.5.4** The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.
- 3.5.5** The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.
- 3.5.6** The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 3.1 herein.
- 3.5.7** The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

- 3.5.8** The Respondent must certify that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.
- 3.5.9** The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded the Contract. Website: [www.sunbiz.org](http://www.sunbiz.org)
- 3.5.10** The Respondent must certify that it has based its Proposal on 1,250 contracted inmates and is capable of providing services under the contract for 1,250 contracted inmates.

**NOTE: The certifications required in subsections 3.5.4 through 3.5.10 are to be accomplished through the execution of Form 8.**

- 3.5.11** The Respondent must have a minimum of ten (10) years' experience providing the same or similar services as those described in this solicitation, demonstrated by a submitted Form 5, Business Experience. (The Respondent may submit Form 5 as many times as necessary to demonstrate the ten (10) years of experience).
- 3.5.12** Attachment F – Price Sheet Per Diem cells shaded in yellow and Blended Per Diem cell shaded in blue must meet or exceed the seven percent (7%) savings per diem established in Attachment I - Operating Per Diem Certification of this RFP.

**3.5.13** The Respondent must submit a letter, signed on or after August 28, 2018, issued by a U.S. commercial bank or a foreign bank authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain or irrevocable letter of credit in the amount of \$1,000,000.00.

### **3.6 Contents of Proposal**

Proposals are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

**The Respondent's entire Proposal shall be based upon 1,250 contracted inmates.**

The Respondent is to organize its Proposal as follows:

**Tab 1** A cover letter on the Respondent's letterhead with the following information:

- a) Company name and physical address
- b) Primary location from where the work will be performed
- c) Contact information for primary point of contact, including phone and email address
- d) Federal Employer Identification (FEID) Number

**Tab 2** Completed FORMS and ATTACHMENTS:

FORM 1 – CONTACT INFORMATION  
FORM 2 – NOTICE OF CONFLICT OF INTEREST  
FORM 3 – NON-COLLUSION AFFIDAVIT  
FORM 4 – STATEMENT OF NO INVOLVEMENT  
FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM  
FORM 7 – SUBCONTRACTING

**Tab 3** FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS  
FORM 5 – BUSINESS EXPERIENCE (Multiple Form 5s may be submitted).

**Tab 4** Response to the RFP

Provide the following information in the Proposal, which will be evaluated against the criteria listed in the Selection Methodology Section.

- Experience and Ability**
  - a. **Narrative on Experience and Ability.** Furnish a narrative on Respondent's relevant experience and ability to provide the services requested.
  - b. **Organizational Chart and Staffing Pattern.** A proposed organizational chart, proposed staffing pattern, and a proposed post chart in accordance with Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, FDC procedure 602.030 security

staff utilization (restricted/confidential). The successful Respondent's Organizational Chart and Staffing Pattern will become Exhibit D – Staffing Pattern. Respondent should provide proposed positions, job codes, and salaries. The successful Respondent's proposed positions, job codes, and salaries will become Exhibit E – Positions, Job Codes, and Salaries.

Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, FDC procedure 602.030 security staff utilization (restricted/confidential) is available pursuant to section 2.5 of this RFP for Respondents' review and information only.

- Proposed Technical Solution (limited to 300 hundred pages or less). Provide a full description of Respondent's plan for carrying out the services requested in the solicitation, including the following:
  - a. Operations Plan. An Operations Plan that will address how Respondent plans to provide all services related to the general operation of the Facility in accordance with Attachment A - Draft Contract, FDC policies and procedures, Florida Statutes, and the Florida Administrative Code.
  - b. Security Operations Plan. A Security Operations Plan that will address how Respondent plans to provide all security operations for the Facility in accordance with Attachment A – Draft Contract, FDC policies and procedures, Florida Statutes, and the Florida Administrative Code.
  - c. Health Services Plan. A Health Services Plan that will address how Respondent plans to provide all necessary healthcare services for the population of the Facility in accordance with Attachment A – Draft Contract, FDC policies and procedures, Health Service Bulletins, Florida Statutes, and the Florida Administrative Code.

Attachment K – Florida Department of Corrections Alphabetical State Drug Formulary, December 2017, is attached for Respondents review and information only.

- d. Inmate Programmatic Services Plan. An Inmate Programmatic Services Plan that will address how Respondent plans to provide all services related to all programs Respondent will provide at the Facility, in accordance with FDC policies and procedures, applicable Department of Education policies, applicable Department of Children and Families policies, Florida Statutes, and the Florida Administrative Code. Respondent's Plan will clearly identify all programs Respondent will provide at the Facility and outline all services required to effectively provide such programs. This plan is to be in accordance with Attachment A – Draft Contract section 4.33 Inmate Programmatic Services, and utilize the percentages detailed in Attachment A – Draft Contract section 4.33.4. At a minimum, this Plan will address the following program areas:
  - 1. Education / academic programs;
  - 2. Behavioral programs;

3. Vocational programs; and
4. Substance abuse programs.

Respondents should include a list and complete description of the curriculum and citations for academic journals substantiating the program's effectiveness at reducing recidivism. Respondents should further demonstrate how the plan supports transition and reintegration for inmates back into the community and including work readiness. The successful Respondent's Inmate Programmatic Service Plan will become Exhibit F – Inmate Programmatic Services Plan.

Attachment L – Current Facility Program Plan, and Attachment P – Quarterly Performance Measures and Deliverables, are attached for Respondent's review and information only.

Attachment L should clearly identify programs funded by the management payment or those funded by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). Programs required by Attachment A – Draft Contract section 4.33 Inmate Programmatic Services, should be paid from the management payment, not POIIWTF. Attachment H – DMS Policies and Procedures, which includes DMS Policy 08-103 POIIWTF, is attached for Respondent's review and information only.

- e. Transition Plan. Respondent should provide a proposed transition plan that will describe how the Respondent will work cooperatively with the current contractor (if applicable), DMS, and FDC on a detailed transition plan upon service commencement. The transition plan shall address both the service commencement and the end of the Contract term. It will also address all foreseeable scenarios in which services under this Contract would be transitioned to DMS, FDC, or an outside vendor. The proposed transition plan provided in the Respondent's Proposal shall be replaced by a formal agreed transition plan in accordance with section 11.4 of the Contract.

**Tab 5** Proposed Pricing (Initial and Renewal Years)

The Respondent must complete Attachment F - Price Sheet according to the instructions in Attachment F - Price Sheet, and subsection 3.10 of this RFP. The Respondent must submit Attachment F - Price Sheet in a final electronic version on a USB Flash Drive with no alterations, other than the provision of information in the yellow cells. The Respondents may not add additional tabs to the workbook. Failure to provide Attachment F - Price Sheet with complete pricing information will disqualify the Respondent from further consideration.

The pricing shall be submitted in a separate sealed envelope. The pricing submitted by the Respondent shall meet or exceed the cost savings requirements in section 957.07, Florida Statutes.

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

**Tab 6** Location of Principal Place of Business–

1. Out of State

Pursuant to section 287.084, Florida Statute, any Respondent stating that its “principal place of business” is outside of Florida must submit, with its Proposal, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts.

2. In State

If the Respondent’s principal place of business is in Florida, the Respondent is to include a certification statement to that effect.

**3.8 Redacted Submissions**

The following subsection supplements section 19 of the PUR 1001. If a Respondent considers any portion of the documents, data, or records submitted in its Proposal to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority, a Respondent must mark the document as “Confidential” and simultaneously provide the Department with a separate redacted copy of its Proposal and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department’s solicitation name, number, and the Respondent’s name on the cover and shall be clearly titled “Redacted Copy.” The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to Chapter 119, Florida Statutes, the Florida Constitution, or other authority.

In the event that a requestor for public records asserts a right to the Confidential Information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent’s responsibility to assert that the information in question is exempt from disclosure under Chapter 119, Florida Statute or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent’s determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.**

**3.9 Additional Information**

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Respondent shall



provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

### **3.10 Price Sheet Instructions**

**3.10.1** The Respondent must submit a completed Attachment F - Price Sheet in a separate sealed envelope.

**3.10.2** The Respondent shall provide a price in each yellow cell of the submitted Attachment F - Price Sheet. Failure to provide a price in a cell may render the Respondent's Proposal non-responsive.

**3.10.3** The Respondent shall use legible handwriting, if applicable, when completing Attachment F – Price Sheet.

**3.10.4** If necessary, price(s) may be finalized based on a confirmed request for clarification by the Department to the Respondent and if applicable, corrected price sheets.

**3.10.5** Per Diem shaded in yellow, and Blended Per Diem shaded in blue, on Attachment F - Price Sheet, shall meet or exceed the seven percent (7%) savings Per Diem established in Attachment I – Operating Per Diem Certification, of this RFP to be considered responsive to this solicitation.

### **3.11 Subcontracting**

The awarded Respondent shall be fully responsible for all work performed under the Contract. The awarded Respondent shall use only those subcontractors properly and specifically identified in the subcontracting form of the Proposal, except as permitted below.

#### **3.11.1 Subcontracting after Contract Execution**

To subcontract any services to a subcontractor, not originally identified in the Proposal, a Contractor shall submit a written request to the Department's Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

- 3.11.1.1** The name, address and additional information identifying the subcontractor;
- 3.11.1.2** Type of services to be performed by the subcontractor;
- 3.11.1.3** Time of performance for the identified service;
- 3.11.1.4** How the Contractor plans to monitor the subcontractor's performance of the identified services;
- 3.11.1.5** Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. For**

**additional information, please visit the following website:**  
[www.sunbiz.org](http://www.sunbiz.org) ;

- 3.11.1.6** A copy of the written subcontract agreement; and
- 3.11.1.7** Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of this Contract.

### **3.12 Cooperation with the Inspector General**

Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand and will comply with their duty to cooperate with the Inspector General in any investigation, audit, inspection, review, or hearing.

## **SECTION 4. SELECTION METHODOLOGY**

### **4.1 Evaluation Criteria**

The Technical Proposal counts as seventy percent (70%) of the overall score and comprises the following RFP sections:

- a) Subsection 4.2.1 Experience and Ability (24%); and
- b) Subsection 4.2.2 Proposed Technical Solution:
  - 1. Operations Plan (11%)
  - 2. Security Operations Plan (12%)
  - 3. Health Services Plan (10%)
  - 4. Inmate Programmatic Services Plan (8%)
  - 5. Proposed Transition Plan (5%)

The Financial Proposal will count as thirty percent (30%) of the overall score and will be calculated based on Attachment F - Price Sheet.

### **4.2 Scoring of Technical Proposal (70 points)**

The technical proposal counts as seventy percent (70%) of the overall score and comprises the following RFP sections: subsection 4.2.1 Experience and Ability (24%), and subsection 4.2.2 Proposed Technical Solution, as provided below:

- a) Operations Plan (11%)
- b) Security Operations Plan (12%)
- c) Health Services Plan (10%)
- d) Inmate Programmatic Services Plan (8%)
- e) Proposed Transition Plan (5%)

For each Scorable Category of a Respondent's Technical Proposal, each evaluator will assign scores from 1-10, where 1 is the lowest score and 10 is the highest score achievable. Evaluators' scores will be totaled for each Scorable Category for each Respondent. (For purposes of 4.2 Scoring of Technical Proposal of this RFP, each of the

following is considered a “Scorable Category”: Experience and Ability; Operations Plan; Security Operations Plan; Health Services Plan; Inmate Programmatic Services Plan; and Proposed Transition Plan.) The Respondent earning the highest total score for a given Scorable Category will be awarded the maximum amount of points for that Scorable Category. Each Respondent’s score below the highest scoring Respondent’s score will receive proportional points. For example, if there are only two (2) Respondents, and Respondent A has an Experience and Ability total score of 12 and Respondent B has an Experience and Ability total score of 11, Respondent A will receive 24 points and Respondent B will receive 22 points (calculated as Respondent B’s score divided by Respondent A’s score multiplied by 24).

#### **4.2.1 Experience and Ability (24 points)**

Evaluation of the Respondent’s experience and ability to provide services will be based on the Experience and Ability narrative, the Organizational Chart and Staffing Pattern, information contained in Tab 4 of the Proposal, and any information in other portions of the Proposal that is relevant to the Respondent’s experience and ability. Evaluators will consider how well the Proposal meets this procurement’s requirements and addresses this procurement’s goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the Respondent’s Proposal demonstrates: the experience to provide the services sought; the qualified key personnel to provide the services sought; the ability to provide the services sought; and sufficient detail related to the names, areas of expertise, functions, and reporting relationships of key people directly responsible for the Contract and for account support services.

#### **4.2.2 Proposed Technical Solution**

Evaluation of the Respondent’s proposed technical solution will be based on the information contained in Tab 4 of the Proposal and on information contained in any other portion of the Proposal relevant to the Respondent’s proposed technical solution.

##### **a. Operations Plan (11 points total)**

Evaluators will consider how well Respondent’s proposed Operations Plan meets this procurement’s requirements and addresses this procurement’s goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Operations Plan effectively addresses daily operations of the facility, including Inmate Welfare Services and a preventative maintenance plan that addresses ongoing maintenance needs.

##### **b. Security Operations Plan (12 points total)**

Evaluators will consider how well Respondent’s proposed Security Operations Plan meets this procurement’s requirements and addresses this procurement’s goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Security Operations Plan effectively addresses daily security operations of the facility, security staffing levels, and overall security, control, custody and supervision of inmates.

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

Evaluators will consider how well Respondent's proposed Health Services Plan meets this procurement's requirements and addresses this procurement's goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Health Services Plan effectively addresses daily inmate health services, how the plan utilizes preventative medicine and overall quality and sufficiency of detail of the Health Services Plan.

**d. Inmate Programmatic Services Plan (8 points total)**

Evaluators will consider how well Respondent's proposed Inmate Programmatic Services Plan meets this procurement's requirements and addresses this procurement's goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Programmatic Services Plan effectively addresses substance abuse treatment programming, academic/educational programming, vocational programming, behavioral health programming, and transition programming.

**e. Proposed Transition Plan (5 points total)**

Evaluators will consider how well Respondent's Proposed Transition Plan meets this procurement's requirements and addresses this procurement's goals and objectives, as outlined in this RFP, and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the Proposed Transition Plan demonstrates Respondent's ability to meet the Department's requirement for service commencement on May 1, 2019, with transition complete by July 31, 2019; addresses all transition requirements in section 11.4 of the Contract, and any other Contract references to termination of services; and provides overall quality and sufficiency of detail of the Proposed Transition Plan. Minimum deliverable requirements for the Proposed Transition Plan can be found in Attachment Q – Transition Plan Requirements, while additional schedule criteria for the Proposed Transition Plan can be found in Attachment R – Transition Schedule Requirements.

**4.3 Scoring of Financial Proposal (30 points)**

The financial proposal will count as thirty percent (30%) of the overall score and will be calculated based on Attachment F - Price Sheet, with a maximum score of thirty (30) points. Each financial proposal will earn a single score using the total Blended Per Diem contained in Attachment F - Price Sheet. Maximum available points will be awarded to the Respondent submitting the lowest Blended Per Diem. Scoring will be determined by comparing all Blended Per Diem submitted by responsive Respondents. The Respondent with the lowest Blended Per Diem in Attachment F – Price Sheet will receive 30 points. Each Respondent's Blended Per Diem that is higher than the lowest Blended Per Diem will receive proportional points. For example, if there are only two (2) Respondents, and Respondent A has a Blended Per Diem of \$35 and Respondent B has a Blended Per Diem of \$40, Respondent A will receive 30 points and Respondent B will receive 26.25 points (calculated as Respondent A's Blended Per Diem divided by Respondent B's Blended Per Diem multiplied by 30 points).

The scoring of the Financial Proposal will be completed by the Procurement Officer.

#### **4.4 Basis of Award**

The award will be made to the Respondent with the highest scored Proposal, including pricing and technical scoring.

The Department reserves the right to award as determined to be in the best interest of the state and to accept or reject any and all Proposals or separable portions and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state.

#### **4.5 Proposal Disqualification**

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation, or fail to provide all required information, documents, or materials, may be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation may be deemed non-responsive. A Respondent whose Proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

### **SECTION 5. AWARD**

#### **5.1 Rights for Award**

The Department reserves the right to:

- Divide the work among vendors by type of service, geographic area, and/or both;
- Award contracts for less than the entire service area, less than all services encompassed by this solicitation, or both; and
- Award to, and contract with, the Respondent with the next highest score in the event that the Department is unable to contract with the initially or subsequently awarded Respondent.

#### **5.2 Agency Decision**

The Department will post a Notice of Intent to Award to enter into one (1) or more contracts with the Respondent(s) identified therein, on the VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

If the Department decides to reject all Proposals, it will post its notice on the VBS website: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

**THIS SPACE INTENTIONALLY LEFT BLANK.**

**FORM 1 – CONTACT INFORMATION**

By completing and signing this form, the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.

For solicitation purposes, the Respondent's contact person shall be:

For contractual purposes, should the Respondent be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contract person for contractual purposes):

Name	_____	_____
Title	_____	_____
Name Company	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**FORM 2 - NOTICE OF CONFLICT OF INTEREST**

**Company Name**

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For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

<hr/>	<hr/>
<hr/>	<hr/>
<hr/>	<hr/>

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Name of Respondent's Organization

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Signature of Authorized Representative and Date

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Print Name

**FORM 3 - NON-COLLUSION AFFIDAVIT**

STATE \_\_\_\_\_  
COUNTY \_\_\_\_\_

OF  
OF

I state \_\_\_\_\_ that I \_\_\_\_\_ of \_\_\_\_\_,  
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Proposal, and the preparation of the Proposal. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher than the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made 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 noncompetitive Proposal.
5. \_\_\_\_\_, its affiliates, subsidiaries, officers, director, and employees  
(Name of Firm)  
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 Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Proposals for this contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

Name of Organization: \_\_\_\_\_

Signed by: \_\_\_\_\_

Print Name \_\_\_\_\_

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 \_\_\_\_\_  
2018. \_\_\_\_\_

Notary Public:

My Commission Expires:



**FORM 4 - STATEMENT OF NO INVOLVEMENT**

I, \_\_\_\_\_, as an authorized representative of the proposing company, certify that no member of this company nor any person having any interest in this company has been involved with the Department of Management Services to assist it in:

- 1. Developing this solicitation; or,
- 2. Performing a feasibility study concerning the statement of work, if applicable.

\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

## FORM 5 – BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate at least ten (10) years of experience in providing the same or similar services sought in this procurement. The Department may contact the persons listed below. The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent’s organization.
- d. Board members of the Respondent’s organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. A member of the Respondent’s organization who has written, completed and submitted the form on behalf of the reference.
- h. Any person involved in the drafting of this RFP or the procurement process.

The same entity may not be listed more than once.

In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time should be provided in the space provided for “Brief Summary of Services.”

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a “responsible Vendor”, as defined in Section 287.012(25), Florida Statutes.

Information	Experience #1
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #2
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #3
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

**FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM**

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addenda to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) below.

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\_\_\_\_\_  
Name of Respondent's Organization

\_\_\_\_\_  
Signature of Authorized Representative and Date

\_\_\_\_\_  
Print Name

**FORM 7 – SUBCONTRACTING**

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval, but provides the Department with information on proposed subcontractors for review.

*Please complete a separate sheet for each subcontractor.*

There will be subcontractors for this solicitation YES \_\_\_\_ NO \_\_\_\_ (place a checkbox where applicable). If not, vendors are not required to complete the remainder of this form.

Service:

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Company Name:

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Contact:

---

Address:

---

Telephone:

---

Fax:

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Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Veteran-Owned? Yes \_\_\_\_\_ No \_\_\_\_\_

Occupational License No:

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Acknowledgement from Respondent that this subcontractor has successfully complied with the "Subcontractor Acceptance Process":

Yes \_\_\_\_\_ No \_\_\_\_\_

W-9 verification:

Yes \_\_\_\_\_ No \_\_\_\_\_

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

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**FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS**

SOLICITATION SECTION REFERENCE	RESPONSIVENESS REQUIREMENTS	VENDOR PAGE # OF PROPOSAL
3.5.1	The Respondent must submit Attachment N – NDA and Intent to Submit a Proposal, in accordance with Section 2.3 Timeline of Events.	
3.5.2	The Respondent must submit its Access List, as described in Attachment N, NDA and Intent to Submit a Proposal, section 6.e, with its Proposal.	
3.5.3	The Respondent must attend the mandatory site visit, in accordance with section 2.5, and sign the attendance sheet.	N/A
3.5.4	The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent’s behalf.	N/A
3.5.5	The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.	N/A
3.5.6	The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 3.1 herein.	N/A
3.5.7	The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.  <a href="http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf">http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf</a>	N/A
3.5.8	The Respondent must certify that the Respondent is not listed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List.	N/A
3.5.9	The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded the Contract. Website: <a href="http://www.sunbiz.org">www.sunbiz.org</a>	N/A
3.5.10	The Respondent must certify that it has based its Proposal on 1,250 contracted inmates and is capable of providing services under the contract for 1,250 contracted inmates.	N/A

3.5.11	The Respondent must have a minimum of ten (10) years' experience providing the same or similar services as those described in this solicitation, demonstrated by a submitted Form 5, Business Experience. (The Respondent may submit Form 5 as many times as necessary to demonstrate the ten years of experience).	
3.5.12	Attachment F – Price Sheet Per Diem cells shaded in yellow and Blended Per Diem cell shaded in blue must meet or exceed the seven percent (7%) savings per diem established in Attachment I - Operating Per Diem Certification of this RFP.	
3.5.13	The Respondent must submit a letter, signed on or after August 28, 2018, issued by a U.S. commercial bank or a foreign bank authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain or irrevocable letter of credit in the amount of \$1,000,000.00.	

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsiveness Requirements listed above.

\_\_\_\_\_  
 \_ Name of Respondent's Organization

\_\_\_\_\_  
 \_ Signature of Organization's Authorized Representative

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 (Signature of Notary)

- Check One:  
 Personally Known  
 Produced the following ID



**AFFIDAVIT OF NO OFFSHORING**

(To be executed at the time of contract and annually thereafter)

Pursuant to subsection 11.23 of the Contract, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the Services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

**Contractor Name: [TBD ]**

**Contractor's Federal Employer Identification Number (FEIN #):** \_\_\_\_\_

**Authorized Signature:**

\_\_\_\_\_

**Print Name:**

\_\_\_\_\_

**Title:**

\_\_\_\_\_

**Date:**

\_\_\_\_\_

Sworn to (or affirmed) and subscribed before me on this \_\_\_\_\_ day of \_\_\_\_\_ by \_\_\_\_\_

\_\_\_\_\_

(Signature of Notary)

Check One:

Personally Known

Produced the following ID