



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

REQUEST FOR PROPOSALS (RFP)

FOR AN

ONLINE CAREER EDUCATION PROGRAM

FDC RFP-20-014

RELEASED ON
December 6, 2019

By the:
Florida Department of Corrections
Bureau of Procurement
501 S. Calhoun Street
Tallahassee, FL 32399-2500
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TIMELINE
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EVENT	DUE DATE	LOCATION
Release of RFP	December 6, 2019	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (Non-Mandatory)	December 13, 2019 10:00 AM, Eastern Time	Florida Department of Corrections Bureau of Procurement, Sharita Newman 501 South Calhoun Street Tallahassee, Florida 32399 Conference Call Number: (888) 585-9008 Conference Room Number: 701-874-802
Last day for written inquiries to be received by the Department	December 18, 2019 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement, Sharita Newman purchasing@fdc.myflorida.com
Anticipated Posting of written responses to written inquiries	January 21, 2020	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Proposals Due and Opened	February 4, 2020 2:00 PM, Eastern Time	Florida Department of Corrections Bureau of Procurement, Sharita Newman 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	February 7, 2020 10:00 AM, Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	March 9, 2020	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 - INTRODUCTORY MATERIALS

1.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervisory and protective care, custody, and control of all Inmates in state prisons. The Department is the third (3rd) largest state prison system in the country, with an operating budget of approximately \$2.7 billion, approximately 96,000 Inmates, and nearly 167,000 offenders on active community supervision. The Department has over 144 facilities statewide, including: 50 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Florida Department of Management Services (DMS) and not included in the services procured under this ITN), 35 work camps, four (4) road prisons/forestry camps/Basic Training Units, 16 contracted Community Release Centers (CRCs), 12 Department-operated community release centers, and three (3) reentry centers.

The Department's Bureau of Programs is seeking an Online Education Program (Program) designed to prepare incarcerated adults who are returning to the workplace upon release from prison. According to the U.S. Department of Justice, Bureau of Justice Assistance and the research conducted by the Safety and Justice Program within the Research and Development (RAND) Corporation, "students exposed to computer-assisted instruction relative to traditional instruction learned more in reading in the same amount of instructional time and substantially more in mathematics as compared to those exposed to traditional instruction for the same amount of instructional time".¹ Computer-assisted instruction also offers potential savings to the Department, when used in lieu of a live classroom setting with teachers.

1.2 Statement of Purpose

The Department is requesting Responsive Proposals for the provision and implementation of an Online Education Program that will serve a minimum of 60 Inmates through an AdvancED and Southern Association of Colleges and Schools (SACS)-accredited online school that offers career-based, online high school diplomas, designed to prepare adults for the transition into the workplace. As the number of sites increases over subsequent contract years, the Department is requesting the expansion of services to 10-15 inmates per site.

Program services shall include, but are not limited to:

- a) Online education opportunities consisting of online high school course work;
- b) Provision of any printed instructional materials and educational supplies required to secure access to all course contents and needed to achieve success in course requirement;
- c) Verification that Inmates do not already have a standard high school diploma;
- d) Determination and/or verification through receipt of certified transcripts of the number of high school credits an Inmate has earned and/or how many credits the Inmate will need to receive a standard high school diploma;
- e) The provision of individualized, instruction-based remediation to Inmates who may be struggling in core curriculum areas;
- f) The provision of final exam/end of course exam access capability;

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

- g) Robust reporting on Inmate progress, financial, and inventory reports, and any other reports as the Department may require during the term of the Contract;
- h) All necessary network capabilities required to communicate across the Vendor's online system;
- i) Network Operations, repair, maintenance, and updates of all related equipment and software;
- j) 20 – 30 individual computer workstations per site; and
- k) One (1) teacher's aide per service location.

The Department's objectives for this Online Education Program are to:

- a) Reduce recidivism while enhancing public safety and promoting post-release success;
- b) Create an educational foundation that will enable Inmates to become more employable, productive, and self-sufficient citizens;
- c) Develop basic skills necessary to attain basic and functional literacy;
- d) Improve grade level equivalency of Inmates who demonstrate skills between a fifth (5th) grade and ninth (9th) grade level;
- e) Prepare Inmates for entry into post-secondary academic institutions; and
- f) Contract with a partner that is sufficiently flexible and scalable to meet the Department's security and technology requirements.

The Department intends to award one (1) 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 **Contract**: The formal written agreement resulting from this RFP, between the successful Vendor and the Department.
- 1.3.2 **Contract Manager**: The Department employee designated to manage contract compliance and to coordinate actions and communications between the Department and the Vendor as related to contract performance.
- 1.3.3 **Contractor**: The successful Vendor who is awarded a contract to provide services or commodities to the Department.
- 1.3.4 **Correctional Institution**: A prison used to detain Inmates in lawful custody of the Department of Corrections.
- 1.3.5 **Corrective Action Plan (CAP)**: A Contractor's comprehensive written response to any deficiencies discovered during contract compliance monitoring, and a plan for remediation of those deficiencies.
- 1.3.6 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance.
- 1.3.7 **Department (FDC)**: The State of Florida, Department of Corrections.

- 1.3.8 Evaluation Methodology:** The process utilized by the Department to evaluate the portions of a Responsive Proposal against pre-determined, established evaluation criteria, to determine scores and final ranking of qualified, Responsible Vendors.
- 1.3.9 HIPAA:** The administrative simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) that address the security and privacy of health data.
- 1.3.10 Individualized Education Plan:** A required document for students with disabilities under the federal Education for Individuals with Disabilities Education Act (20 U.S.C. Chapter 33).
- 1.3.11 Inmate:** A person residing in a Correctional Institution, who is admitted or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, Correctional Institutions, annexes, and other satellite facilities.
- 1.3.12 Inmate Student:** An Inmate who attends online educational classes.
- 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 mandatory requirements will cause the Department to find a Proposal non-responsive.
- 1.3.14 Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with the scope of this RFP, provides a substantial competitive advantage to other Vendors, has a potentially significant affect on the quantity or quality of services sought, or significantly impacts the cost to the Department.
- 1.3.15 Minor Irregularity:** A variation from the RFP terms and conditions which does not significantly affect the price of the Proposal or the quality of services sought, and does not give the Vendor a substantial competitive advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department.
- 1.3.16 Proposal:** A Vendor's written response submitted in response to this RFP.
- 1.3.17 Prison Rape Elimination Act (PREA):** 28 C.F.R. 115, National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local Institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.3.18 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the RFP requirements and the integrity and reliability that will assure good faith performance.
- 1.3.19 Responsive Proposal(s):** A Proposal, submitted by a responsive and Responsible Vendor that conforms in all material respects to the solicitation.
- 1.3.20 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any contractual obligation for the Vendor,

specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the Contract.

1.3.21 Value-Added Services: Additional services and/or commodities the Vendor may offer the Department, at no additional cost, in addition to the services and/or commodities expressly sought by this RFP, which may be unknown to the Department at this time, yet meet its overall goals.

1.3.22 Vendor: A legally qualified corporation, partnership, or other entity submitting a Proposal to the Department pursuant to this RFP.

1.4 Implementation

The Vendor must have the capability to implement services, as described herein, no later than April 6, 2020, unless the Department approves an alternate timeframe.

1.5 Contract Term

The initial term of the Contract shall be for three (3) years.

1.6 Contract Renewal

The Department may renew the Contract for up to three (3) renewal years, or portions thereof, in accordance with Section 287.057(13), Florida Statutes (F.S.), at the same prices, terms, and conditions. If the Department makes the determination to renew the Contract, it will provide written notice to the Vendor, no later than 90 days prior to the Contract expiration date.

1.7 Conflicts and Order(s) of Precedence

All Proposals are subject to the terms of the following sections 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)
- d) General Instructions to Respondents (Form PUR 1001) (Section 3.1)

1.8 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, with the exception of those received during a pre-proposal conference as outlined in Section 1.9, or those inquiries submitted after the period specified in the Timeline, will not be acknowledged. All inquiries shall be labeled with the solicitation title 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

Sharita Newman, 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 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 per 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).

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

1.9 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 pre-proposal conference is not mandatory but is highly encouraged.

The purpose of this 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 1.8 of this RFP, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via advertisement 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.

Vendors may choose to call-in for the Vendor's conference instead of physically attending. The conference call number is identified in the Timeline.

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SECTION 2.0 - SCOPE OF WORK

2.1 Scope of Services - General Description of Services

The Department intends to award a Contract for the provision of an Online Education Program to serve up to 60 Inmates through an AdvancED/SACS-accredited online school that offers career-based, online high school diplomas, designed to prepare adults for the transition into the workplace. Services shall include the provision of any printed instructional materials and educational supplies required to secure access to contracted course content, and complete course work successfully. The Department hopes to increase the number of sites and inmates served each year.

2.2 Service Locations

The Vendor shall provide Program Services at the following locations:

Service Locations	Approx. # of Inmates
Lowell Correctional Institution Annex 11120 NW Gainesville Road Ocala, Florida 34482-1479	20
Suwannee Correctional Institution Annex 5964 U.S. Highway 90 Live Oak, Florida 32060	20
Wakulla Correctional Institution Main Unit 110 Melaleuca Drive Crawfordville, Florida 32327-4963	20

The Department reserves the right to add or delete service locations. Any revision or update to service locations shall be valid upon 30 days written notice from the Department and requires a formal Contract amendment, per Section 4.24

2.3 Rules and Regulations

2.3.1 The Vendor shall ensure that all its staff providing services under the Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations, as applicable.

2.3.2 The Vendor shall pay for all costs associated with local, State, and federal licenses, permits, and inspection fees required to provide services. All required permits and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager, or designee, upon request.

2.3.3 The Vendor shall comply with all federal and State laws and rules governing Inmates' educational privacy rights.

2.3.4 All services provided under the Contract must meet the applicable requirements of Title 42 Code of Federal Regulations (C.F.R.) Part 2; the 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;

Chapters 397 and 415, F.S.; Chapter 33 and Rule 65D-30, Florida Administrative Code (F.A.C.); and any additional applicable local, State and federal laws, rules, and regulations. Additionally, the Vendor shall provide the services described in this RFP in accordance with Chapter 1002, Part II, and Chapter 1003, Part V, F.S.; Title 20, United States Code (U.S.C.), Section 1232g, Family Educational Rights and Privacy Act, and 20 U.S.C. Chapter 33, Education of Individuals with Disabilities. Should the above laws, standards, rules or regulations, Department procedures, or directives change during the course of the Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference and are made part of the Contract.

2.4 Confidentiality

The Vendor shall maintain confidentiality with reference to individual Inmates receiving services in accordance with applicable local, State, and federal laws, rules, and regulations. The Department and Vendor agree that all information and records obtained in the course of providing services to Inmates shall be subject to confidentiality and disclosure provisions of applicable federal and State statutes and regulations adopted pursuant thereto.

2.5 Department Responsibilities

- 2.5.1** The Department will be solely responsible for referring Inmates who do not have a standard high school or general educational development diploma, to participate in the Vendor's Program. The Department will work in partnership with the Vendor to coordinate the participation of each Inmate referred to the Program. The Department reserves the right to deny participation to Inmates with a history of computer crimes, inappropriate computer use, or any other risk factors as determined by the Department.
- 2.5.2** The Department will provide the Vendor access to each enrolled exceptional-education Inmate's current Individualized Education Plan (IEP).
- 2.5.3** The Department will have the final determination of the entry and exit of Inmate students.
- 2.5.4** The Department will provide the Vendor with access to all applicable Department rules and regulations. The Department will inform the Vendor of any regulatory or operational changes impacting the delivery of services.
- 2.5.5** The Department will provide classroom space within the secure perimeter of the service location(s), per Section 2.2.
- 2.5.6** Upon request by the Vendor, the Department's education staff will assist in obtaining signed authorization forms from Inmates authorizing the Vendor to retrieve prior educational records from the appropriate educational jurisdictions.
- 2.5.7** The Department will provide a Contract Manager to coordinate online career education efforts and serve as a liaison with the Vendor.
- 2.5.8** To the extent possible, the Department will ensure that Inmates enrolled in the Program remain at the same service location for the duration of the Contract.

However, security requirements, medical and mental health treatment needs, court orders, etc., may require that the Department transfer an Inmate to another institution, which will result in termination of his/her participation in the Program.

2.6 Vendor Responsibilities

- 2.6.1** The Vendor shall be an AdvancED/SACS-accredited online school that can award career-based, online high school diplomas, designed to prepare adults for transition into the workplace.
- 2.6.2** 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."
- 2.6.3** The Vendor shall provide instructional support services, accommodations, modifications, and/or interventions, including assistive technology devices or services, for exceptional education Inmates and Inmates with disabilities who may require such accommodations to complete the coursework successfully. For exceptional education Inmates, the Vendor shall abide by the exceptional education Inmate's current Transition Plan/IEP.
- 2.6.4** The Vendor shall be responsible for all costs associated with providing technical support for setting up, installing, and maintaining the Program.
- 2.6.5** The Vendor shall be responsible for receiving signed authorization forms from Inmates to allow the Vendor to contact the appropriate educational authorities to:
- a) Verify that an Inmate does not already have a standard high school or General Education Development (GED) diploma;
 - b) Determine and/or verify, through certified transcripts, the number of high school credits an Inmate has earned and/or how many credits an Inmate will need to receive a standard high school diploma;
 - c) Determine the transferability of any credit that the Vendor may accept from an Inmate Student's prior educational institutions;
 - d) Provide the Department with a report of accepted credits from the previous educational institution. The Vendor shall supply a copy to the Department's Contract Manager, or designee, upon request; and
 - e) Provide the Department a copy of any transcripts received from an Inmate's previous educational institution.

The Vendor shall maintain a copy of each signed authorization form and provide copies to the Department upon request.

- 2.6.6** The Vendor shall be responsible for providing the following supplies:

- a) All software and courseware required to provide Program services under the Contract;

- b) All instructional materials and supplies, as needed, to provide the required services under the Contract; and
 - c) All consumable supplies required for an Inmate's participation and completion of coursework, including, but not limited to, writing materials (pens, pencils, paper, and highlighters), and headphones, if the coursework has auditory portions.
- 2.6.7** The Vendor shall be responsible for providing and updating all Program materials, including Department-approved curriculum, audiovisual materials, workbooks, and other materials (writing tablets, pens, pencils, pocket portfolios, six (6)-part participant files, file labels, etc.) for each Inmate, on a quarterly basis as needed, and as requested by the Department. This shall include materials for Inmates with exceptional educational or disability needs.
- 2.6.8** The Vendor shall issue an unofficial transcript to every Inmate upon graduation and provide a copy to the supervising teacher's aide at the service location. The Vendor shall supply a copy of this transcript to the Department, upon request. If an Inmate graduate requests an official transcript be sent to a post-secondary institution, the Vendor will send an official transcript to that institution. If the Inmate should transfer to another high school prior to graduating from the Vendor's Program, then the Vendor will provide the admitting high school with an official transcript upon request.
- 2.6.9** The Vendor shall issue a standard high school diploma to every Inmate who:
- a) successfully completes the program in accordance with the AdvancED/SACS-accreditation requirements; and
 - b) secures the same minimum reading, mathematics, and language National Reporting System (NRS)-level scores on the Test of Adult Basic Education (TABE), as administered by the Department, that participants in the Department's education program are required to attain prior to taking the GED.
- 2.6.10** The Vendor's staff providing on-site services under the Contract shall complete any Department-required mandatory training, as directed by the Warden of the service location.
- 2.6.11** The Vendor will provide adequate computer workstations at each facility for the number of students enrolled in the program, with the capability to access the Vendor's network that is separate from the Department's networks.
- 2.6.12** The Vendor will provide one (1) teacher's aide, per service location, for a period of eight (8) hours per day, to supervise Inmate use of the computer workstations, Inmate access to the Vendor network, and maintain student records.
- 2.6.13** The Vendor may contact the Department's special education program consultants for guidance and technical assistance relating to its compliance with such plans, but will ultimately assist in adherence to those plans.
- 2.6.14** The Vendor shall provide a copy of the signed authorization forms to the Department's Contract Manager, or designee, and site education staff.

2.7 Program Services to be Provided

The Vendor shall meet or exceed the following requirements for the delivery of the Online Career Education Program.

2.7.1 Research and Development of Program

The Vendor shall maintain the resources, capability, and capacity for conducting research and development in such areas as curriculum design/development, career-based course expansion, workforce preparation, and support capabilities.

2.7.2 Curriculum, Assessments, and Remediation

The Vendor's Program shall include the following standards for the development of a curriculum, assessing Inmate progress, and providing remediation services for Inmates:

- a) The Vendor's curriculum shall be research and evidence-based and be aligned with college and career expectations.
- b) The Vendor's curriculum shall be based on rigorous content and application of knowledge through higher-order thinking skills.
- c) The Vendor's curriculum shall be based upon the strengths and lessons of current Florida standards, as established by the Florida Department of Education.
- d) The Vendor's course content shall be delivered in a manner that supports increased reading comprehension.
- e) The Vendor shall assess and track Inmates' progress throughout the Program, and shall provide a Monthly Inmate Report, per Section 2.9.1.
- f) The Vendor shall have the resources, capabilities, and procedures for providing individualized instructional remediation to Inmates who receive failing grades on assessments.

2.7.3 Readiness for Delivery and Operation

All software applications and components the Vendor proposes must be currently operational in an educational setting, with the exception of new improvements or updates.

The Department understands that a Vendor's Program would require adaptation to the Department's requirements and that software may require additional customizations. Proposals received which are based solely on undeveloped services or software will be rejected.

2.7.4 Training

Once per month, the Vendor will meet with Department staff via teleconference or in-person to provide guidance, coaching, Program updates, and resolution of any Program-related topics. The Department reserves the right to request the

Vendor to provide additional face-to-face training and meetings with Department staff if required.

2.7.5 Service Times

The Vendor shall provide Inmates with access to continuous online course content, per Section 2.5.12, from 7:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays, for the duration of the Contract. Any revision or update to service times shall be valid upon 30 calendar days written notice from the Department and requires a formal Contract amendment, per Section 4.24.

2.7.6 Course Completion Rate

The Vendor shall maintain a rate of no fewer than 50% of enrolled students completing at least one (1) course per service location, per three-month period. The quarterly completion rate shall be based on a rolling 12-month period. The rate shall be calculated as the number of courses per three (3) month period, divided by the total # of Inmate Student completions per quarter.

- a) The first three (3) months of Program Services at each service location shall not be included in these calculations.
- b) Any month during which a service location has five (5) consecutive business days of Program inactivity, due to no fault of the Vendor, will be excluded from that service location's calculation. The previous three (3) months of continuous data will be used.
- c) Progress towards the measure shall be reported monthly and included in the Monthly Reports, as described in Section 2.9.1.
- d) The required completion rate shall be reviewed quarterly by the Department's Contract Manager, or designee.

2.7.7 Post-Program Performance

The Vendor shall ensure that all Inmates who complete the entire Program demonstrate post-secondary readiness by requesting that the Department assess them using the TABE. Post-secondary readiness shall be demonstrated by the Inmate's achievement of the same minimum NRS-level score on the TABE that participants in the Department's education program are required to attain prior to taking the GED. Alternatively, an Inmate is considered successful if he/she receives an equivalent score on another Department-approved assessment, such as the Post-secondary Education Readiness Test (PERT). Achievement of the required post-Program performance shall be reviewed monthly by the Department's Contract Manager, or designee, as described in Section 2.11.5.

2.7.8 Remediation Services

The Vendor shall provide remediation services to Inmates who complete the Program, but fail to secure the same minimum NRS-level score on the TABE that participants in the Department's education program are required to attain prior to taking the GED, or who fail to receive an equivalent score on another Department-approved assessment, such as the PERT. Services must include remediation that addresses all deficient skills as identified on the TABE report, or other approved assessment.

2.7.9 Value-Added Services

The Vendor may offer value-added services to the Department. Value-added services include any additional services that the Vendor offers to provide as part of the Contract, that clearly exceed the minimum requirements of service delivery, and/or that may be unknown to the Department at this time.

Any value-added service offered by the Vendor, if accepted by the Department, may become a requirement, and be part of the minimum service specification contained in the resulting Contract.

The Vendor shall provide with its Proposal, a detailed description of any value-added services offered to the Department. Value-added services are provided at no cost to the Department. An example would be, “the Vendor will provide Program services in additional languages.”

2.8 Vendor System Requirements

2.8.1 Technical Requirements

The Vendor shall adhere to all applicable procedures and standards of the Department’s Office of Information Technology (OIT) relating to the operation of educational programs for Inmates.

- a) The Vendor’s learning platform shall be compatible with Microsoft Internet Explorer or Google Chrome and Windows 10 or higher and will be upgraded to meet the minimum support requirements of Microsoft Office 365 as needed.
- b) The Vendor’s learning platform shall provide administrator access to the Department for control functions and audit capabilities. The Department’s administrators shall control All-access to the learning platform, and all administrative activity must be logged and reviewable.
- c) The Vendor’s learning platform shall have user-level access control for each Inmate, including a unique username or number and strong password.
- d) The Vendor shall provide technical support to the Department and Inmates from 7:00 a.m. through 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays. This support shall assist with the resolution of all issues relating to Inmate use of the computer equipment and application software required to participate in the Program.
- e) The Vendor shall ensure that Inmate access is absolutely limited to the Vendor’s educational site at all times and the intended educational Program only. The Vendor shall be able to provide supporting proof or evidence of this to the Department at any time.
- f) The Vendor shall ensure all Department user activity in its online learning platform is logged. This log shall include, but not be limited to, all Department user identities, originating IP addresses, learning platform action dates and times, and all learning platform resources accessed. The Vendor will provide these logs to the Department within 48 hours of the Department’s request.

- g) Upon request, the Vendor shall permit the Department to conduct on-site audits of the Vendor's education Program and Vendor network at any related server or network location.
- h) The Vendor shall provide the Department with the ability to audit and monitor all live Department user activity (network connection and Program-related). This includes the ability to access all network resources, including those in the Vendor's host environment, to confirm all necessary network controls are enforced.
- i) The Vendor will provide the Department with a reporting dashboard that allows the viewing of daily classroom activity at any time.
- j) The Vendor shall maintain and provide upon request, all Inmate records of Program and network-related activities for a minimum of five (5) years.
- k) The Vendor shall acquire prior Department approval for all internet destinations and uses before they are included for use in the Program and made available to any Inmate.
- l) The Vendor shall immediately notify the Department of any online use at unapproved sites or network failures, and the Vendor shall ensure that Inmates do not have access of any kind to any online or network resources beyond the approved educational site(s) should a failure occur.
- m) The Vendor shall keep a complete record of any content or network failure, and shall provide the record to the Department upon request.
- n) Upon identification, the Vendor shall immediately notify the Department of any suspected incident of attempted or successful unauthorized access or changes to the online education content or network. If compromised, the affected network(s) shall be made unavailable to Inmates until the Department confirms the security of the network and authorizes re-establishment of Program services.
- o) The Vendor shall acquire Department approval prior to any change in Program content or configuration.
- p) The Vendor shall provide the Department with the means to terminate the Program sessions at any time.
- q) The Vendor's network connections shall enter and terminate in a facility, only as approved by the Department, and to destinations that provide a locked environment (e.g., a room secured by a keyed or digital locking system or a locked box in which the equipment can be placed) to which the Department has equal access.
- r) The Vendor shall clearly mark its equipment and shall color-code all cabling serving its equipment in order to distinguish it from any other cabling.
- s) Where appropriate, the Vendor shall secure in a locked environment (e.g., a room secured by a keyed or digital locking system or a locked box in which the equipment can be placed) all equipment in locations where Inmate have routine access.

- t) The Vendor shall provide backup management, disaster recovery, or Data Loss Protection for all program data.
- u) The Vendor shall provide a system Uptime report to the Department monthly.

2.8.2 Software Development and Support Capabilities

The Vendor shall maintain the capacity to provide all software and systems support critical to the services as described in this RFP.

- a) Software Development Plans: The Vendor shall maintain an adequate number of staff with the appropriate skill levels and locations pertinent to customizing and maintaining software for the Contract. The Vendor shall have the ability to integrate Department-provided content into the proposed software.
- b) Software Quality: The Vendor shall ensure quality software engineering practices, and in particular, certification under the ISO 20001 series, CMMI, or other recognized quality practice standards, and maturity level certifications. The Vendor shall also have a software elevation process and controls over that process in place to ensure quality assurance. The process should show the expected interaction with and role involvement of the Department in the assurance and control of capabilities and elevation management. Additionally, the Vendor shall maintain rollback features of the program or process to allow for any problem recovery from unforeseen events or issues.
- c) Software Support: The Vendor shall have a process in place for managing prioritization, development, and delivery of on-going enhancement requests and defect solutions.

2.9 Vendor Staff Requirements

The Vendor shall provide qualified staff who possess the appropriate skills and training to execute the requirements of the Contract effectively.

2.9.1 Staffing Levels and Qualifications

The Vendor shall provide an appropriate level of trained staffing for the provision of services outlined herein, and shall ensure that staff providing services have a minimum of a high school diploma or equivalent. Additionally, the Vendor shall liaise and maintain a good working relationship with the judiciary, criminal justice system, Department staff, and the community, as required to support the Contract.

The Vendor shall not provide individuals possessing “temporary work visas” to fill positions under the Contract.

All Vendor staff providing services under the Contract shall have the ability to understand and speak English to allow for effective communication between Vendor staff, Department staff, and Inmates.

2.9.2 Staff Training

The Vendor shall ensure its staff is fully trained and knowledgeable of the services to be provided in the Program. The Vendor shall ensure that staff attends all Department-sanctioned training related to the Program. At no cost to the Department, the Vendor shall provide up to 40 hours of training annually, if requested. Training topics shall be relevant to the services being provided under this RFP.

2.9.3 Conduct and Safety Requirements

The Vendor shall ensure that its staff persons adhere to, and are provided with, a copy of the standards of conduct and safety requirements below. A documented receipt of such notification shall be maintained in the staff person's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

2.9.3.1 The Vendor's staff shall not display favoritism to, or preferential treatment of, one Inmate or group of Inmates over another.

2.9.3.2 The Vendor's staff shall not interact with any Inmate, except in a relationship that supports services under the Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate or an Inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to Inmates, their family, or close associates.

2.9.3.3 The Vendor's staff shall not enter into any business relationship with Inmates, or their families (example – selling, buying or trading personal property), or personally employ them in any capacity. 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, or their family or close associates, except for those activities that are to be rendered under the Contract.

2.9.3.4 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 State. In providing services pursuant to the Contract, the Vendor shall ensure that its staff avoids both misconduct and the appearance of misconduct.

2.9.3.5 Any violation or attempted violation of the restrictions referred to in this section regarding staff 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 appropriate action, up to, and including termination of the Contract.

2.9.3.6 The awarded Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Vendor's knowledge of the incident.

2.9.4 Staff Background/Criminal Records Checks

2.9.4.1 The Vendor's staff, assigned to the Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the 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 records check, the Vendor shall provide the following data for any individual of the Vendor's or subcontractor's staff providing services under the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to Level II fingerprinting by the Department for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new staff to be on permanent status until the Department receives a favorable report from the FBI.

2.9.4.2 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 to work under the 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.

2.9.4.3 No person who has been barred from any Department Institution or facility shall provide services under the Contract, without prior written approval from the Department's Contract Manager, or designee.

2.9.4.4 Inmates shall be precluded from any supervision or placement in a program where pre-existing or continuous close personal relationships exist between the Inmate and any Vendor staff. 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 Inmate(s). Rule 33-208.002(26), F.A.C. shall apply to the Program, which stipulates that marriage between employee and Inmate is prohibited.

2.9.4.5 The Vendor shall not permit any individual to provide services who is under supervision or jurisdiction of any parole, probation, or correctional authority. Persons under any such supervision may work

for other elements of the Vendor's company that are independent of the contracted services. The objective of this provision is to ensure that no employee under any such legal constraint from having contact with or access to any records of the Department's Inmates participating at service locations.

- 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 charge(s), or convictions of a current employee under the 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 bar the Vendor from hiring the proposed employee. However, the Department must provide prior approval in such cases. Generally, two years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department's Contract Manager, or designee, within 24 hours whenever an employee has a criminal charge filed against them, an arrest, or receives a notice to appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.

2.9.5 Tuberculosis (Tb) Screening

The Vendor shall ensure all staff performing services under the Contract 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 Vendor shall provide the Institutional Senior Registered Nurse Supervisor with proof of testing prior to the start of service delivery by the staff member and annually thereafter. The Department's contracted health services provider shall not be responsible for obtaining the Tb screening/testing and shall bear no costs associated with the Tb screening/testing for Vendor staff or subcontractor staff.

2.9.6 Staff Availability

The Vendor shall ensure that staff performing services under the Contract are available from 7:00 a.m. to 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays, for the duration of the Contract. Staff members will be required to provide notification to the local Department Educational staff of absences planned and unplanned.

2.10 General Reporting Requirements

The Vendor shall submit the reports delineated below, in an approved format, to the Department's Contract Manager, or designee. The Department reserves the right to modify reporting requirements as necessary, upon 30 calendar days' written notice to the Vendor. The Department encourages the Vendor to submit copies of the required reports by email, utilizing the Microsoft Office Suite and/or Adobe applications. All reports shall include the Vendor's name, Contract number, mailing address, email address, phone number, location(s), and the Program title. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

2.10.1 Program Invoice and Monthly Summary Reports

Program invoices, which shall specify the service dates, the Vendor's name, contact number, mailing address, and phone number, shall be submitted to the Department's Contract Manager, or designee, within 10 calendar days following the end of the month of service delivery, and shall include the following three (3) reports:

- a. Inmate Report: The Monthly Inmate Report shall delineate, by service location and Inmate, the following information to track the progress of Inmates enrolled in the program:
 - 1) Inmate name;
 - 2) Inmate DC identification number;
 - 3) Site location;
 - 4) Name of the credit course(s) in which Inmate is currently enrolled;
 - 5) Number of high school credit(s) Inmate earned to-date; and
 - 6) Whether the Inmate earned a high school diploma.
- b. Systems Report: The Monthly Systems Report shall delineate, by Correctional Institution, the purchase, and installation of training systems, materials, and supplies approved by the Department, at each program expansion site location. The report shall include an itemized list of and receipts for:
 - 1) Any training systems purchased; and
 - 2) Supplies or materials purchased.
- c. A system Uptime Report will provide uptime monitoring data (the amount of time the program was available and operational, excluding standard approved downtime for system maintenance) and submitted monthly in a format approved by the Department's Contract Manager, or designee.

2.10.2 Quarterly Reports

The Vendor shall provide quarterly performance reports to the Department addressing the Vendor's compliance with providing the services outlined in this RFP. If issues of non-compliance are identified in the Quarterly Performance Reports, financial consequences will be assessed in accordance with Section 2.11.3 of this RFP. The Quarterly Performance Reports shall be submitted by the 10th calendar day of the month following the end of the corresponding quarter.

2.10.3 Final Report

The Vendor shall provide to the Department's Contract Manager, or designee, a Final Report, by the 10th calendar day of the month following the end of the Contract term. The Final Report shall include a summary of all courses provided to Inmates, number of Inmates that participated, number of Inmates that earned a high school diploma, number of Inmates that earned high school credits, and the total number of high school credits earned. The Final Report shall also include the number of Inmates that exited the Program prior to completion.

2.10.4 Ad-Hoc Reports

The Vendor shall provide the Department with ad-hoc reports, upon request of the Department's Contract Manager, or designee, within the timeframe specified in the request, or specified elsewhere in this RFP.

2.11 Deliverables

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

2.11.1 Program services, provided to each Inmate, as stated in Section 2, Scope of Work; and

2.11.2 Reports, as required in Section 2.10, General Reporting Requirements.

2.12 Performance Measures and Financial 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 the Contract. 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 Expectations, Measurement Durations, and Financial Consequences deemed most crucial to the success of the overall desired service delivery. The Vendor shall ensure that the stated performance expectations and measures (level of achievement) are met.

2.12.1 Performance Measure #1 – Assessment

Expectation: The Vendor's Online Career Education Program shall be available to Inmates from 7:00 a.m. through 5:00 p.m., Eastern Time, Monday through Friday, excluding State holidays.

Measurement Duration: Monthly

Financial Consequence: The Department will impose financial consequences in the amount of \$1,000.00 for each hour, or portion thereof, that the Program is unavailable to Inmates during the required timeframe.

2.12.2 Performance Measure #2 – Monthly Summary Reports

Expectation: The Monthly Reports, as outlined in Section 2.10.1, shall be submitted to the Department's Contract Manager, or designee, by the 10th day of the month following the month during which of services were provided. The Department's Contract Manager, or designee, will make note of each occurrence that the Monthly Reports are not received within the required timeframe. All Monthly Reports shall be received by the required timeframe.

Measurement Duration: Monthly

Financial Consequence: The Department will impose financial consequences in the amount of \$100.00 per day past the required timeframe, until all reports are submitted.

2.12.3 Performance Measure #3 – Quarterly Reports

Expectation: The Quarterly Reports, as outlined in Section 2.10.2, shall be submitted to the Department's Contract Manager, or designee, by the 10th day of the month following the end of the corresponding quarter. The Department's Contract Manager, or designee, will make note of each occurrence that the Quarterly Reports are not received within the required timeframe. All Quarterly Reports shall be received by the required timeframe.

Measurement Duration: Quarterly

Financial Consequence: The Department will impose financial consequences in the amount of \$100.00 per day past the required timeframe, until all reports are submitted.

2.12.4 Performance Measure #4 – Course Completion Rate

Expectation: The course completion rate shall meet the requirements of Section 2.7.6 of this RFP. The Department's Contract Manager, or designee, will make note of each occurrence where the rate is not met. The Vendor shall achieve compliance in reaching the required completion rate.

Measurement Duration: Monthly

Financial Consequence: The Department will impose financial consequences in the amount of \$5,000.00 per month when the compliance rate is less than 50% for the quarter.

2.12.5 Performance Measure #5 – Post-Program Performance

Expectation: All Inmates who complete the Vendor's Program shall demonstrate post-secondary readiness by achieving the same minimum Reading, Mathematics, and Language NRS scores on the TABE as participants in the Department's other education programs are required to attain. Other assessments, such as the PERT, can be used to demonstrate readiness the Department's prior approval.

Measurement Duration: Monthly

Financial Consequence: The Department will assess financial consequences in the amount of \$1,00.00 per Program graduate who does not secure the required minimum Reading, Mathematics, and Language NRS scores on the TABE, as participants in the Department's education programs, after two (2) attempts.

2.12.6 Performance Measure #6 – System Uptime

Expectation: The Vendor's System shall be functional and available 99.99% of all time (excluding Department-approved scheduled maintenance).

Measurement Duration: Monthly

Financial Consequence: The Department will impose financial consequences in the amount of \$1,000 per month for every hundredth (0.01) of a percentage point, or portion thereof, below 99.99%.

2.12.7 Performance Standards

The standard 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 assessment 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 business days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable 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.

By execution of the 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 the 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.

2.13 Monitoring Methodologies

The Department's Contract Manager, or designee, will monitor the Vendor's service delivery to determine if the Vendor has achieved the required level of performance for each Performance Measure identified in Section 2.12 of this RFP.

If the Department determines that the Vendor has failed a Performance Measure, the Vendor will be contacted by the Department's Contract Manager, or designee, to address the area of non-compliance. The Vendor shall correct all identified areas of non-compliance within 30 days of notice.

The Department may utilize any or all of the following monitoring methodologies in monitoring the Vendor's performance under the Contract, and in determining compliance with Contract terms and conditions:

- a. Site visits (announced and/or unannounced);
- b. Reviews of Inmate education files ensure delivery of required services;
- c. Desk reviews of records related to service delivery (shall include any documents and databases pertaining to the Contract and may be based on all documents and data, or a sampling of same whether random or statistical);
- d. Interviews and/or surveys with Vendor and/or Department staff and Inmates;
- e. Review of grievances filed by Inmate/residents regarding Vendor's service delivery; and
- f. Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies, as applicable (e.g., American Correctional Association, etc.).

2.14 Financial Specifications

2.14.1 Funding Source

The Department's ability to pay for services under the Contract, funded by General Revenue, is contingent upon an annual appropriation by the Legislature. The cost of services paid under any other contract or from any other source are not eligible for reimbursement under the Contract.

2.14.2 Invoicing and Payment of Invoice

The Contract will be paid at a fixed-rate, per high school credit earned. The Department will compensate the Vendor for services, as specified in Attachment I, Cost Proposal Sheet(s). All charges must be billed in arrears, in accordance with Section 215.422, F.S.

The awarded Vendor agrees to request compensation, on a monthly basis, through submission of a properly completed invoice within 10 calendar days following the end of the month of service delivery. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly summary reports as outlined in Section 2.10, General Reporting Requirements, and shall be submitted to the Department's Contract Manager, or designee, and shall include all required information.

The Vendor's invoice shall include the Vendor's name, mailing address, federal employer identification number (FEIN), resulting Contract number, unit rates, and dates of service.

2.15 Subcontracts

The Vendor may, only with the 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 the 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. The Vendor shall make all payments to subcontractors.

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. 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.

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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 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.

3.3 Identical Tie Proposals

When evaluating Vendor responses to this RFP, if there is identical pricing or scoring from multiple Vendors, the Department shall determine the order of award in accordance with Florida Law.

3.4 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 Proposals, it is essential that Vendors follow the format and instructions below and throughout this RFP.

- 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 clearly marked on the outside of each envelope/package. Late Proposals will not be accepted;
- The completed Attachment I, Cost Proposal 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, four (4) hard copies, and five (5) electronic copies, in a searchable PDF format on CDs, DVDs, or flash drives. 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 4.26, 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, DVD, or flash drive. The submitted CDs, DVDs, or flash drives should not be protected with a password or encrypted.

3.5 Mandatory Responsiveness Requirements

The following conditions 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 result in a Proposal being deemed non-responsive. Copies of non-responsive Proposals will be retained in the completed RFP file.

- 3.5.1 It is mandatory that the Proposal be received by the Department prior to the date and time specified in the Timeline.
- 3.5.2 It is mandatory that the Vendor, and/or subcontractor, is an AdvancED/SACS-accredited online school that can issue career-based online high school diplomas. Documentation authenticating AdvancED/SACS-accreditation of the Vendor's proposed Program must be included in the Proposal. It should be inserted under **Tab A** of the Proposal.
- 3.5.3 It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment III, Certification/Attestation Page. It should be inserted under **Tab A** of the Proposal.
- 3.5.4 It is mandatory that the Vendor sign, and return Attachment VIII, Vendor Contact Information Page. It should be inserted under **Tab A** of the Proposal.
- 3.5.5 It is mandatory that the Vendor provide samples of their curriculum. It should be inserted under **Tab D** of the Proposal.
- 3.5.6 It is mandatory that the Vendor complete, sign, and submit the Cost Proposal Sheet, Attachment I. The Cost Proposal Sheet should be sealed separately.

3.6 Project Proposal Format and Contents

This section prescribes the format in which the Proposals must 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.** The following paragraphs contain instructions that describe the required format for Proposals.

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 here, is a section separator, offset, and labeled, such that the Evaluation Team can easily turn to "Tabbed" sections during the evaluation process.

3.6.1 Tab A – Executive Summary

The Proposal should include an Executive Summary (narrative) of the Vendor's method of delivering the required services, in compliance with the minimum service sought in the RFP. The synopsis should contain sufficient detail addressing all

elements of the required service delivery and should be prepared in such a manner that will clearly indicate the Vendor's understanding of, and intent to comply with, the requirements set forth in this RFP. The Executive Summary shall be signed by a representative of the Vendor who is authorized to bind the corporate entity submitting the Proposal and should be inserted under **Tab A** of the Proposal. The Executive Summary should also contain information addressing each of the following requirements:

- 3.6.1.1** Proof that the Vendor is registered to do business in Florida, as evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from the Florida Secretary of State's Office, or must provide certification of exemption from this requirement.
- 3.6.1.2** Proof that the Vendor, and/or subcontractor is an AdvancED/SACS-accredited online school district that can issue career-based online high school diplomas.
- 3.6.1.3** 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, should be provided.
- 3.6.1.4** A statement from any proposed subcontractor acknowledging acceptance of, and intent to be bound by, the Contract terms to be included in the Department's Contract should the Vendor be awarded any Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed in the State of Florida.
- 3.6.1.5** A statement certifying that the Vendor has no interest, and shall not acquire any interest, which will conflict with their performance of the services required under this RFP.
- 3.6.1.6** A statement identifying all entities of or related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction. If there has been none, a statement should be provided to this effect.

3.6.1.7 A signed and notarized copy of Attachment III, Certification/Attestation Page, as required in Section 3.5.3.

3.6.1.8 A signed copy of Attachment VIII, Vendor's Contact Information, as required in Section 3.5.4.

3.6.2 Tab B - Business/Corporate Experience and Qualifications

3.6.2.1 Narrative/Record of Past Experience

The Vendor shall have three (3) years of business/corporate experience within the last five (5) years in the provision of online career education services. Details of the Vendor's experience should be provided in narrative form, in sufficient detail so that the Department is able to evaluate its complexity and relevance. This information shall be included under **Tab B**, and shall specifically include:

- a. A description of the Vendor's corporate purpose and approach, as it pertains to online career education services.
- b. The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c. No less than three (3) current and/or past contracts (executed within the last five (5) years) for the provision of services similar to those identified in this RFP, that fully demonstrate the Vendor's experience and ability to completely and timely perform all services contemplated by this RFP. The Vendor shall provide the name and current telephone number, email address, and mailing address, for the contract manager of each contract identified, in addition to the following information:
 - 1) Estimated annual contract value;
 - 2) Number of participants served, and high school diplomas earned over the course of the contract;
 - 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; and
 - 6) Detailed examples of situations where the Vendor excelled at meeting performance criteria or deliverables, e.g., graduation rate, remediation support, grade level equivalency improvement, and increased scores on a test approved by a State Board of Education.
- d. A copy of the most recent contract management reviews, evaluations, audits, or similar documents for those contracts identified under "c." above.

- e. A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- f. If the Vendor intends to use subcontractors, it must provide identification of all potential subcontractors performing any service delivery, 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 contracted services.
- 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 should provide a statement to that effect.

3.6.2.2 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 services;
- e. Total number of employees; and
- f. National accreditations, memberships in professional associations, or other similar credentials.

3.6.2.3 Business/Corporate References

The Vendor shall provide current references with their Proposal, utilizing the form provided as Attachment IV of this RFP. Vendors shall provide at least three (3), but no more than five (5) references from businesses or governmental agencies for whom the Vendor has provided services of similar scope and size to the services identified in this RFP. References must be able to support the experience requirements listed in this RFP. In order to qualify as current references, services described by the references shall be ongoing, or shall have been completed within the 36 months preceding the issuance 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.

3.6.3 Tab C - Project 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 the Contract. The Vendor shall supply information related to project staff and insert it under **Tab C** of the Proposal. The information shall include:

3.6.3.1 Key Management Personnel and Qualifications

Resumes or curriculum vitae and qualifications of the following individuals to be assigned to the 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 online career education services.
- b. **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the 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 of services similar in nature to the services sought.

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 the 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 Tab D – Service Delivery Approach

The Vendor shall provide a narrative service delivery approach identifying how it 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, as outlined in Section 2. This section shall be prepared in such a manner that it will be understandable to individuals on programmatic, administrative, and managerial levels. The Vendor shall insert the required information for this section under **Tab D** of its response.

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

If offering any value-added services, the Vendor should provide a detailed description of the value-added services it is offering the Department in accordance with Section 2.6.9 of this RFP.

3.6.5 Tab E – Cost Proposal Sheet

Attachment I, Cost Proposal 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, as these will be deemed a counteroffer.

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

The Cost Proposal Sheet should identify the name of the Vendor, and date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Proposal Sheet should be sealed separately.

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 Proposal Opening

Proposals are due, and will be publicly opened, at the time, date, and location specified in the Timeline. Responses received late (after the 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 1.8 of the RFP.

3.8 Evaluation Criteria

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 VI), to cross-reference the contents of Vendor's Proposal, and assist the Department in reviewing and evaluating Proposals. **The Vendor should indicate at the bottom of each sheet the Vendor name.** The Vendor should leave the remaining fields blank for completion by the Department's evaluators.

3.8.1 Evaluation of Proposals

Following the Proposal opening, the Department will conduct a review of the mandatory responsiveness requirements as a pass or fail (listed in Section 3.5 of the RFP). If a Proposal passes, it will then be evaluated and scored, based on the established criteria defined in Attachment VI, Evaluation Criteria. The Evaluation Score Sheet(s) will be used by the Evaluation Team to allocate the technical point value assigned to each Proposal for Category I - Business/Corporate Experience and Qualifications, Category II - Project Staffing, and Category III - Service Delivery Approach. The Procurement Officer will allocate the Cost Points of the Evaluation Score Sheet(s).

The evaluation will involve the point-scoring of each criterion in each Category by the Evaluation Team and the allocation of Cost Points by the Procurement Officer. The following shows the maximum number of points that may be awarded for each Category:

Category I - Business/Corporate Experience and Qualifications – Tab B	250 points
Category II - Project Staffing – Tab C	50 points
Category III - Service Delivery Approach – Tab D	500 points
Cost Points – Cost Proposal Sheet(s)	400 points
TOTAL POSSIBLE POINTS	1,200 points

3.8.1.1 Evaluators will independently score each criterion within a Category. All Evaluators' score for each Category will be combined and averaged to determine the technical point value for that Category. Each Vendor's technical point value for each Category will then be combined, and added to the Cost Point value to determine Final Scores.

Attachment VI, 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, and 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 Price will receive 400 points. All other Proposals will receive Cost Points according to the following formula:

$$(N / X) \times 400 = Z$$

Where: N = Lowest Grand Total Price received by any Proposal
X = Vendor's Grand Total Price
Z = Cost 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 responsive and Responsible Vendor who receives the highest Final Score. The Department reserves the right to award a Contract, in whole, or for part, for the services sought in this RFP. 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 Advertisement of Agency Decision

The Department shall post a public notice of agency action when the Department has made a decision to award a Contract, 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 shall be 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 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.

3.13 Rules for Withdrawal

A Proposal 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 of the Proposal submission date indicated in the Timeline. Any submitted response shall remain valid for 365 days after the Opening Date.

3.14 Rejection of Proposals

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.

In addition, the Department reserves the right to reject all Proposals to this RFP.

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 participate in any negotiation, decisions, or actions 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 is 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 of this requirement on Attachment III, 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) days from the date of award to complete registration, or provide notice of exemption to this requirement.

3.19 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor. Costs for potential travel must be included in the Vendor's submitted pricing on Attachment I, Cost Proposal Sheet(s).

3.20 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.

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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/2933/11777>

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 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:

https://www.dms.myflorida.com/agency_administration/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 funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must 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 the 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 Respondent 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 Respondent shall also provide a plan, if applicable, for reducing and/or handling of any hazardous waste generated by the Respondent'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 a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of the Respondent's explanation of its hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

4.3 Insurance

The Respondent 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 Respondent accepts full responsibility for identifying and determining the type(s) and extent of insurance necessary to provide reasonable financial protection for the Respondent, 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 Respondent 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 Respondent 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.

4.4 Copyrights, Right to Data, Patents and Royalties

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, 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, 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.

4.5 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.

4.6 Assignment

The Vendor shall not assign its responsibilities or interests to another party without prior written approval of the Department's Contract Manager, or designee. 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.

4.7 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.

4.8 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.

4.9 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.

4.10 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.

4.11 Taxes

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

4.12 Safety Standards

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

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, 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 Conflict of Law and Controlling Provisions

Any resulting Contract, plus any conflict of law issue, shall be governed by the laws of the State of 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 resultant Contract may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 120 days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

4.17.2 Termination for Lack of Funds

In the event funds to finance the Contract become unavailable, the Department may terminate the Contract upon no less than 24 hours' 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 occurs by the Vendor, the Department may terminate the Contract for cause. The Department may elect to afford, at its exclusive option, an opportunity for the Vendor to cure the breach for cause within 30 calendar days upon written notice by the Department. Any breach of the Contract, which is still left uncured by the Vendor after the Department has elected to provide 30 calendar days to cure (remedy) the breach, may result in the Department's termination of the Contract upon 24 hours' written notice by the Department. If the Department does not elect to afford an opportunity for the Vendor to cure a breach (e.g., instances of egregious Vendor conduct or other Vendor actions which may be harmful to the Department), the Department may immediately terminate the Contract for cause, upon 24 hours' written notice to the Vendor, as described in this section. Notice shall be delivered by certified mail (return receipt requested), in person with proof of delivery, or by another method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or equity.

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 seven (7) 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 Attachment VIII, Vendor's Contact Information. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of seven (7) 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 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 hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the 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.

4.21 Vendor Ombudsman

A Vendor Ombudsman has been established within the Florida Department of Financial Services. The duties of this office 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 Florida Department of Financial Services' at (850) 413-5516.

4.22 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), 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 Sections 119.07(1), or 119.071, F.S.

4.23 Audit Records

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

The Vendor agrees to include all record-keeping requirements in all subcontracts and assignments related to the resulting Contract.

4.24 Modification after Contract Execution

During the term of the 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's Contract Manager, or designee, and a written Contract amendment.

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

4.25 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 60A-1.031, 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) calendar 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.

4.26 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 trade secret. The Vendor shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret, or otherwise not subject to disclosure. Further, the Vendor shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor fails to submit a Redacted Copy with its 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.

4.27 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."

4.28 Vendor Substitute W-9

The 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 contact their Customer Service Desk at (850) 413-5519 or FLW9@myfloridacfo.com.

4.29 Scrutinized Companies Certification

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the 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 Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the 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 is not participating in a boycott of Israel.

4.30 Cooperation with the Florida Senate and Florida House of Representative

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

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**ATTACHMENT I
 COST PROPOSAL SHEET
 FDC RFP-20-014**

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

Service Type	Unit Price	Annual Estimated Quantity	Extended Price
Full High School Credit Hour Earned	\$	500	\$
GRAND TOTAL COST			\$

 NAME OF VENDOR'S ORGANIZATION

 NAME OF AUTHORIZED REPRESENTATIVE

 FEIN

 SIGNATURE OF AUTHORIZED REPRESENTATIVE

 DATE

**ATTACHMENT II
SECURITY REQUIREMENTS
FDC RFP-20-014**

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

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

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

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

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

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

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**ATTACHMENT III
CERTIFICATION/ATTESTATION FORM
FDC RFP-20-014**

1. **Business/Corporate Experience:** This is to certify that the Vendor has at least three (3) years of business/corporate experience within the last five (5) years relevant in the provision of online education services or other similar services.
2. **Authority to Legally Bind the Vendor:**
This is to certify that the person signing the Attachment I, Cost Proposal Sheet and this Certification/Attestation Form is authorized to make this affidavit on behalf of the firm, and its owner, 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 (3) 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 the Scrutinized Companies that Boycott Israel List, the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, per Section 287.135, F.S.

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 IV
BUSINESS REFERENCE FORM
FDC RFP-20-014**

Vendor Name: _____

Vendors are required to submit with the Proposal, contact information for three (3) current references for whom it has provided 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 V
REFERENCE QUESTIONNAIRE
FDC RFP-20-014**

This form will be completed by the Department utilizing the information provided on Attachment IV, Business Reference Form.

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.

	Score
1. Briefly describe the services the Vendor performed for your organization:	N/A
2. How would you rate the contract implementation with this Vendor? Excellent = 8, Good = 6, Acceptable = 4, Fair = 2, Poor = 0	
3. Did the Vendor consistently meet all 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 VI
EVALUATION CRITERIA
FDC RFP-20-014**

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

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED <u>Note: This column is for the Vendor to complete</u>	Category I –Business/Corporate Experience and Qualifications (Possible Points 250)	TOTAL POSSIBLE POINTS	POINTS AWARDED <u>Note: This column is for the Department's Evaluators to complete.</u>
3.6.2.1		1. To what extent does the Vendor's corporate structure and qualifications demonstrate its capability to provide services under a Contract? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.6.2.1		2. To what extent does the Vendor demonstrate they have administered/managed online educational services and that their experience is relevant to the provision of services to Inmates in a jail or correctional setting? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.18 3.6.1.2		3. To what extent does the Vendor demonstrate the ability to comply with required licensure, permits, and registration? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
3.6.2.1		4. To what extent does the Vendor's past performance demonstrate an ability to provide quality online educational services? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
3.6.2.2		5. To what extent does the Vendor demonstrate stability in providing prior contractual services? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
3.6.2.3		6. To what extent do the Vendor's business/corporate references demonstrate its ability to provide services under a Contract? (Poor – 12.5; Adequate – 25.; Good – 37.5; Exceptional – 50)	50	
Total Points Awarded - Category I –Business/Corporate Experience and Qualifications				_____

Vendor Name: _____

Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category II – Project Staffing (Possible Points 50)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
3.6.3		1. To what extent do the Vendor's proposed staff reflect the experience required in this RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
3.6.3		2. Does the proposed staff and staffing model appear appropriate to meet the services sought in the RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded - Category II – Project Staffing				_____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	Category III – Service Delivery Approach (Possible Points 500)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.7.1 2.7.2 a)		1. Does the Vendor's proposal demonstrate research and evidence-based curriculum that aligns with college and career expectations? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
2.7.2 b)		2. Does the Vendor's curriculum adequately include rigorous content and application of knowledge through higher-order thinking skills? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
2.7.2 c)		3. To what extent is the Vendor's curriculum based on the strengths and lessons of current Florida standards? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
2.7.2 d)		4. To what extent does the Vendor's delivery of course content support reading comprehension? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	
2.7.2 e)		5. How appropriate are the Vendor's methodologies/procedures used to assess Inmates' progress throughout the Online Career Education Program? (Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)	50	

Vendor Name: _____ Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category III – Service Delivery Approach (Possible Points 500)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.7.2 f)		6. How appropriate are the Vendor's resources, capabilities, and procedures to provide individualized instructional remediation for Inmates who receive failing grades on assessments? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
2.6.6 2.6.7		7. How appropriate are the instructional materials and expendable supplies for an Inmate's participation and completion of coursework? (Poor – 7.5; Adequate – 15; Good – 22.5; Exceptional – 30)	30	
2.6.5 a.		8. To what extent does the Vendor adequately detail the procedures it will follow to identify (and eliminate) prospective Inmates who already have a standard high school diplomas or general education development diplomas? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.6.5 b.		9. To what extent did the Vendor adequately detail how it would determine and verify the number of high school credits that prospective Inmates have earned prior to enrolling in the Program, and the number and types of high school credits that prospective Inmates would need to obtain to receive a standard high school diploma? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.6.3		10. To what extent does the Vendor detail how it will ensure that disabled Inmates who are enrolled in online high school and/or career and technical education credit courses successfully complete coursework? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
2.6.8		11. How appropriate are the Vendor's methods/procedures in providing an official transcript documenting successful completion of each high school credit course to every Inmate and copies of same to the on-site teacher's aide, and the Department's Contract Manager, or designee? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
2.6.9		12. How appropriate are the Vendor's methods/procedures for issuing an AdvancED/SACS-accredited, standard high school diploma to qualifying Inmates and providing a copy of same to the on-site teacher's aide and the Department's Contract Manager, or designee? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	

Vendor Name: _____ Evaluator's Name: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	Category III – Service Delivery Approach. (Possible Points 500)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete
2.6.1		13. To what extent does the Vendor's Proposal demonstrate that its online career educational instruction provides Inmates with the education and training needed to secure employment upon release and transition back into society? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
2.4.2		14. To what extent does the Vendor detail how it will provide high school-level instruction to Inmates with limited English language proficiency? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
2.8.1		15. To what extent does the Vendor adequately describe connectivity from all computers to the online educational site? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
2.8.1		16. To what extent does the Vendor adequately describe their educational platform and the security procedures/protocols in place to prevent participating Inmates from accessing the internet? (Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
2.8.1		17. To what extent does the Vendor provide evidence that their courseware meets the information technology requirements as specified in the RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
Total Points Awarded - Category III – Service Delivery Approach				_____

Vendor Name: _____ Evaluator's Name: _____

SUBTOTAL OF TECHNICAL POINTS AWARDED:

CATEGORY I _____ CATEGORY II _____ CATEGORY III _____

EVALUATOR'S NAME: _____

EVALUATOR'S SIGNATURE: _____

COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT.

The Cost Proposal Sheet, with the lowest verified Grand Total Cost will be awarded 400 points. All other Cost Proposals will receive points according to the following formula:

$$(N / X) \times 400 = Z$$

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

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

COST POINTS AWARDED: _____

FDC Representative calculating Cost Points:

NAME: _____ SIGNATURE: _____

FINAL SCORE (TOTAL Technical and Cost Points): _____ (1,200 available)

FDC Representative calculating the Final Score:

NAME: _____ SIGNATURE: _____

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**ATTACHMENT VII
CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC RFP-20-014**

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 abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under bid 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 bid, 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 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community by, any employee who is so convicted.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

Vendor Name: _____

SIGNATURE OF AUTHORIZED REPRESENTATIVE

(Form revised 11/10/15)

**ATTACHMENT VIII
VENDOR'S CONTACT INFORMATION
FDC RFP-20-014**

The Vendor shall identify the contact information as described below.

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

For contractual purposes, should the Vendor be awarded, the contact person shall be:

Name:	_____	_____
Title:	_____	_____
Address:	_____	_____
	_____	_____
Telephone:	_____	_____
Fax:	_____	_____
Email:	_____	_____

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**ATTACHMENT IX
BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFP-20-014**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

- A. Contractor agrees to use and disclose PHI that is disclosed to it by the Department solely for meeting its obligations under its agreements with the Department, in accordance with the terms of this agreement, the Department's established policies rules, procedures and requirements, or as required by law, rule or regulation.
- B. In addition to any other uses and/or disclosures permitted or authorized by this Agreement or required by law, Contractor may use and disclose PHI as follows:

- (1) if necessary for the proper management and administration of the Contractor and to carry out the legal responsibilities of the Contractor, provided that any such disclosure is required by law or that Contractor obtains reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies Contractor of any instances of which it is aware in which the confidentiality of the information has been breached;
- (2) for data aggregation services, only if to be provided by Contractor for the health care operations of the Department pursuant to any and all agreements between the Parties. For purposes of this Agreement, data aggregation services means the combining of PHI by Contractor with the PHI received by Contractor in its capacity as a Contractor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- (3) Contractor may use and disclose PHI that Contractor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy Act relating to Contractor Contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Contractor and are incorporated herein by reference.

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

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

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

Such report shall notify the Department of:

- 1) any Use or Disclosure of PHI (including Security Incidents) not permitted by this Agreement or in writing by the Department;

- 2) any Security Incident;
- 3) any Breach, as defined by the HITECH Act; or any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").
- 4) any other breach of a security system, or like system, as may be defined under applicable State law (Collectively a "Breach").

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

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

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the PHI accessed, used or disclosed, and provide an exact copy or replication of that PHI.
- 3) Identify who or what caused the Breach and who accessed, used, or received the PHI.
- 4) Identify what has been or will be done to mitigate the effects of the Breach; and
- 5) Provide any other information, including further written reports, as the Department may request.

E. In accordance with Section 164.504(e)(1)(ii) of the Privacy Rule, each party agrees that if it knows of a pattern of activity or practice of the other party that constitutes a material breach of or violation of the other party's obligations under the Business Associate Agreement, the non-breaching party will take reasonable steps to cure the breach or end the violation, and if such steps are unsuccessful, terminate the Contract or arrangement if feasible. If termination is not feasible, the party will report the problem to the Secretary of Health and Human Services (federal government).

F. Contractor will ensure that its agents, including a subcontractor, to whom it provides PHI received from, or created by Contractor on behalf of the Department, agree to the same restrictions and conditions that, apply to Contractor, and apply reasonable and appropriate safeguards to protect such information. Contractor agrees to designate an appropriate individual (by title or name) to ensure the obligations of this agreement are met and to respond to issues and requests related to PHI. In addition, Contractor agrees to take other reasonable steps to ensure that its employees' actions or omissions do not cause Contractor to breach the terms of this Agreement.

G. Contractor shall secure all PHI by a technology standard that renders PHI unusable, unreadable, or indecipherable to unauthorized individuals and is developed or endorsed by a standards developing organization that is accredited by the American National Standards Institute and is consistent with guidance issued by the Secretary of Health and Human Services specifying the technologies and methodologies that render PHI unusable, unreadable, or indecipherable to unauthorized individuals, including the use of standards developed under Section 3002(b)(2)(B)(vi) of the Public Health Service Act,

pursuant to the HITECH Act, 42 U.S.C. § 300jj-11, unless the Department agrees in writing that this requirement is infeasible with respect to particular data. These security and protection standards shall also apply to any of Contractor's agents and subcontractors.

- H. Contractor agrees to make available PHI so that the Department may comply with individual rights to access in accordance with Section 164.524 of the HIPAA Privacy Rule. Contractor agrees to make PHI available for amendment and incorporate any amendments to PHI in accordance with the requirements of Section 164.526 of the HIPAA Privacy Rule. In addition, Contractor agrees to record disclosures and such other information necessary, and make such information available, for purposes of the Department providing an accounting of disclosures, as required by Section 164.528 of the HIPAA Privacy Rule.
- I. The Contractor agrees, when requesting PHI to fulfill its Contractual obligations or on the Department's behalf, and when using and disclosing PHI as permitted in this Contract, that the Contractor will request, use, or disclose only the minimum necessary in order to accomplish the intended purpose.

3. **Obligations of Department**

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

4. **Termination**

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

disclosure to those purposes that make the return or destruction of the information infeasible.

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