



FLORIDA DEPARTMENT OF CORRECTIONS
INVITATION TO NEGOTIATE (ITN)
CONTRACTUAL SERVICES

Page 1 of 69 pages

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Telephone Number: (850) 717-3679, Fax (850) 488-7189

AGENCY RELEASE DATE:

June 10, 2014

SOLICITATION TITLE:

COMPREHENSIVE RE-ENTRY SERVICES AT EVERGLADES AND BAKER RE-ENTRY CENTERS

SOLICITATION NO:

DC ITN-13-038

RESPONSES WILL BE OPENED:

JULY 16, 2014 @ 2:00 P.M.

and may not be withdrawn within 365 days after such date and time.

RESPONDENT NAME:

RESPONDENT MAILING ADDRESS:

CITY - STATE - ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

 *AUTHORIZED SIGNATURE (MANUAL)

 *AUTHORIZED SIGNATURE (TYPED), TITLE

* This individual must have the authority to bind the respondent.

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

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

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

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

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TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of ITN to public, posted on VBS.	June 10, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Site Visits/Pre-Response Conferences	<p style="text-align: center;">June 18, 2014 (Baker Re-Entry Center) at 10:00 a.m.</p> <p style="text-align: center;">June 19, 2014 (Everglades Re-Entry Center) at 9:00 a.m.</p>	<p>Baker Re-Entry Center 171 US Highway 90 Sanderson, FL 32087</p> <p>Everglades Re-Entry Center 1599 SW 187th Avenue Miami, FL 33194</p>
Last day for written inquiries to be received by the Department	June 25, 2014	<p>SUBMIT TO:</p> <p>Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 Fax: (850) 488-7189 E-mail: wright.kelly@mail.dc.state.fl.us</p>
Anticipated date that written responses to written inquiries will be posted on the Vendor Bid System (VBS)	July 2, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Responses Due and Opened	July 16, 2014 at 2:00 p.m.	<p>SUBMIT TO:</p> <p>Florida Department of Corrections Kelly S. Wright, CPPB, Procurement Manager 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No facsimile or email responses will be accepted)</p>
Evaluations/Scoring	July 21-25, 2014	Individual evaluation of proposals. Note: Any evaluation team meetings will be publicly noticed.
Anticipated starting date of negotiations	August 4, 2014	
Anticipated date for DC to send request for Best and Final Offers (BAFO)	August 11, 2014	
Anticipated date to submit BAFO	August 15, 2014	
Anticipated posting of Recommended Award	August 25, 2014	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

- 1.1 The General Contract Conditions are outlined in PUR 1000 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
<http://dms.myflorida.com/content/download/2933/11777>.
- 1.2 The following sections of this ITN supersede the PUR 1000 language: Sections 4.20, 4.21, 5.16, 6.2, 6.3, 6.4, 6.12, 6.14, 6.15, 6.16, 6.19, 6.24, and 6.27.

SECTION 2.0 INSTRUCTIONS TO RESPONDENTS (PUR1001)

- 2.1 The General Instructions to Respondents are outlined in PUR 1001 which is a downloadable document incorporated in this bid by reference. There is no need to return this document with the bid response.
<http://dms.myflorida.com/content/download/2934/11780>.
- 2.2 The following sections of this ITN supersede the PUR 1001 language: Sections 5.5, 5.8, 5.9, 5.10, 5.13, and 6.7.

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Department is requesting responses from qualified vendors to provide comprehensive criminal justice re-entry services which include substance abuse services, academic programs, vocational programs, case management, chaplaincy and other program services to a medium to high-risk inmate population. These services will be provided at the Baker and Everglades Re-Entry Centers. The Everglades Re-Entry Center, located in Dade County, Florida is scheduled to open October, 2014 and will house inmates returning to Dade and Broward Counties. The Baker Re-Entry Center, located in Baker County, Florida is scheduled to open January, 2015 and will house inmates returning to the Department of Corrections' Region II, which includes Madison, Hamilton, Columbia, Baker, Suwannee, Union, Clay, St. Johns, Lafayette, Gilchrist, Bradford, Dixie, Alachua, Putnam, Levy, Marion, Flagler, Citrus and Volusia Counties. This does not include Nassau and Duval counties.

Vendors shall have at least three (3) years of business/corporate experience within the last five years in the provision of comprehensive re-entry services to the criminal justice population. A vendor may submit a proposal for only one site or a vendor may submit proposals for both sites; however, a separate proposal shall be submitted for each site.

The primary focus of the contracted programs is to increase an inmate's chances of successfully reentering society and reducing recidivism through participation in evidence-based programming. It is the Department's intention that by providing the proper training in life skills, that inmates will be able to become self-supporting, fully participating members of their communities.

The Department intends to award two (2) contracts, one per site for these comprehensive services based on the unique needs for programming at the Baker Re-Entry Center and the Everglades Re-Entry Center.

3.2 Background

In early 2009, the Department of Corrections opened a re-entry facility, Demilly Correctional Institution serving inmates returning to Polk and surrounding counties. In September 2009, the Department converted Baker Correctional Institution into a Re-Entry Institution for inmates returning to Duval and surrounding counties. Sago Palm Re-Entry Facility was established shortly thereafter, serving inmates returning to Palm Beach County. Polk Correctional Institution was converted into a Re-Entry Center serving inmates returning to Pinellas, Polk and Hillsborough Counties. In January 2014, the Gadsden Re-Entry Center opened and it was the first center to operate

as a therapeutic community with all programming contracted with a private vendor. This facility serves inmates returning to the Panhandle area of Florida.

The Department was authorized by the 2014 Legislature in the 2014-2015 General Appropriations Act to open two 432-bed substance abuse treatment, transition and vocational training centers; the Baker Re-Entry Center and the Everglades Re-Entry Center. It was also authorized to issue a competitive solicitation for comprehensive program services for the inmates at both Re-Entry Centers.

The programs will be performance-based to maximize the number of inmates receiving services, and at least 70 percent of the inmate population will be actively enrolled in programs that meet their individualized assessed need.

3.3 Contract Term

It is anticipated that the initial term of any Contracts resulting from this ITN shall be for a three year period.

3.4 Contract Renewal

The Department may renew the Contract in accordance with General Conditions #26 in PUR 1000 form, at the same prices, terms and conditions. If the Department desires to renew the Contract resulting from this ITN, it will provide written notice to the Contractor(s) no later than ninety (90) days prior to the Contract expiration date.

3.5 Pricing

The Contracts resulting from this solicitation will be a combination Fixed Price (per diem) and Cost Reimbursement (Contract Monitor position) contract. The per diem rate will be based on a single, fixed per diem rate, per bed, multiplied by the occupied bed amount, regardless of which program, or number of programs in which the inmate is enrolled, not to exceed the legislative appropriation for programming. The allocated amounts are \$2,319,500 annually for Everglades Re-Entry Center, and \$2,319,500 annually for Baker Re-Entry Center. The daily occupied bed amount will be based on a midnight count each day.

The Department will make every effort to maintain 100% occupancy of the available beds (432 beds). However, if bed occupancy falls below 80% (346), the Contractor(s) shall agree to request payment for no more than 80% of the contracted available beds until the occupancy percentage is returned to 80% or higher. Once the occupancy rate rises to 80% or higher, the Contractor(s) shall be paid for the actual percentage of occupied beds up to the maximum available.

Each Re-Entry Contractor(s), (Gadsden, which is already in existence, Everglades and Baker) shall be required monthly to reimburse the Department for their portion of contract monitoring activities in the amount of \$2,180.16 which includes expenses for salary, benefits, supplies and travel. At the Department's sole discretion, the salary and expenses of the Contract Monitor position may be adjusted annually. (See Section 3.5)

Respondents shall provide a single, fixed per diem rate per occupied bed. Negotiations will be conducted and Best and Final Offers from qualified Respondents will be solicited to ensure the best value to the State.

3.6 Definitions

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

- **A Breach of Contract:** A failure of the Contractor(s) to perform in accordance with the terms and conditions of the Contract which may result from this ITN.
- **Contract:** The agreement resulting from this ITN between the Successful Respondent(s) and the Department.

- **Contract Compliance Monitoring:** A comprehensive evaluation conducted a minimum of once every twelve (12) months by the Department's Contract Manager or designee to document the Contractor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with unsatisfactorily functioning programs being monitored more frequently.
- **Contract Monitor:** The employee of the Department, designated to monitor contract compliance and to coordinate actions and communications between the Department and the Contractor(s).
- **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract.
- **Contractor(s):** The organizational entity serving as the primary Contractor(s) with whom a Contract will be executed. The term Contractor(s) shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Contractor(s).
- **Corrective Action Plan (CAP):** A Contractor's comprehensive written response to any deficiencies discovered in the course of contract monitoring, site visit, or through incident reports and plan for remediation of those deficiencies.
- **Day:** Calendar day, unless otherwise stated.
- **Department:** The State of Florida, Department of Corrections, referred to in this ITN document as "the Department" or "DC".
- **Desirable Conditions:** The use of the words "should" or "may" in this ITN indicate desirable attributes or conditions, but are permissive in nature. Deviation from, or omission of, such a desirable feature, will not in itself cause rejection of a Reply to this ITN.
- **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor(s) shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- **Inmates:** All persons, male and female, adult and minor, residing in institutions, or 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, work camps, road prisons, community-based centers and forestry camps.
- **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that shall be met by the Proposer to be responsive to this ITN. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a response. Any response rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- **Material Deviation:** The Department has established certain requirements with respect to responses to be submitted by respondents. The use of *shall*, *must* or *will* (except to indicate future events) in this ITN indicates a requirement or condition which may not be waived by the Department except where any deviation therefrom is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with this ITN's requirements, provides an advantage to one respondent over other respondents, or has a potentially significant effect on the quantity or quality of items or services proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a response.

- **Minor Irregularity:** A variation from the ITN terms and conditions which does not affect the price proposed or gives the respondent an advantage or benefit not enjoyed by the other respondents or does not adversely impact the interests of the Department.
- **Negotiation Meetings:** Meetings held between the Department and the top ranking respondents qualified to provide services sought by the Department and to be considered for contract award. The number of respondents with whom the Department will negotiate will be established after evaluation of the responses.
- **Negotiation Methodology:** The process established by the Department for the purpose of conducting negotiations with qualified respondents.
- **Offender:** An adult on supervision with the Department for a criminal offense.
- **Per Diem Rate:** The cost charged per inmate, per inmate day for the delivery of comprehensive program services at the Facility.
- **Responsible Vendor:** A vendor who has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
- **Responsive Reply:** A reply (or response), submitted by a responsive and responsible vendor that conforms in all material respects to the solicitation.
- **Subcontract:** An agreement entered into by the Contractor(s) with any other person or organization that agrees to perform any performance obligation for the Contractor(s) specifically related to securing or fulfilling the Contractor's obligations to the Department of Corrections under the terms of the Contract resulting from this ITN.
- **Successful Respondent/Contractor:** The entity that will be performing as the Contractor(s) under any contract resulting from this ITN.
- **Vendor, Offeror, Respondent or Contractor:** A legally qualified corporation, partnership or other entity submitting a response to the Department pursuant to this ITN that will be performing as the Contractor(s) under any resultant Contract.

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Overview of Services Sought

The Department of Corrections is seeking qualified vendors to provide comprehensive program services for the inmates at Baker Re-Entry Center and Everglades Re-Entry Center. All services shall be performed in accordance with the terms and conditions of the resulting contract.

4.2 Programmatic Authority

4.2.1 The Contractor(s) shall provide all services in accordance with federal and state laws, rules and regulations, and Department of Corrections' rules and procedures. All such laws, rules and regulations, current and/or as revised, are incorporated herein by reference and made a part of the Contracts resulting from this ITN. The Contractor(s) and the Department shall work cooperatively to ensure service delivery in complete compliance with all such rules and regulations.

- 4.2.2 The Contractor(s) shall ensure that all Contractor's staff providing services under the Contracts resulting from this ITN comply with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 4.2.3 Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of the Contracts' term from the Contracts resulting from this ITN, the updated version will take precedence.
- 4.2.4 The Contractor(s) shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provision.
- 4.2.5 The Contractor(s) shall comply with the Health Insurance Portability and Accountability Act of 1996 as stated in Section 6.28

4.3 Major Program Goals

The Department of Corrections has established reentry facilities to strengthen the likelihood that inmates will successfully transition into the community. These facilities focus on preparing inmates for successful reentry by providing comprehensive, evidence-based pre- release and post-release services based on individually assessed needs.

Inmates will participate in a variety of programs and services including Academic Programs, Vocational Programs, Substance Abuse Services, Wellness, Transition Services, Faith and Character Programming, Library Services, and Case Management. Inmates returning to the community face many challenges to successful reentry. These challenges include employment barriers, financial obligations, the lack of appropriate housing, criminal thinking, lack of a support system and strained family relationships. It is the intent of the Department of Corrections to provide programs and services that will improve the likelihood of inmates' successful transition into the community. This initiative places a high priority on programs using innovative approaches to providing evidence-based interventions and services. Programs and services should address specific issues, tasks and skills to be mastered to include, but not be limited to, developing job skills; educational deficiencies; substance abuse needs; criminal thinking; family unification; identifying and altering self-defeating thoughts and patterns of behavior; learning coping and stress management skills; and acknowledging personal responsibilities.

Each facility shall operate as a re-entry community. The ten (10) re-entry concepts that should be considered, the foundation of a re-entry community, include: self-help/mutual help; positive role modeling; practicing social learning; no we/they dichotomy; promoting upward mobility and earned privileges; acting as if; belonging versus individuality; belief system in the community, participation in group process and maintaining written assignments.

The Department expects that the Respondents will incorporate Multi-Disciplinary Staff Team (MDST) management in the delivery of programmatic services. MDST is a holistic service approach that addresses areas within the inmate's life that could contribute to recidivism. Maintaining service continuity as the inmate moves through the criminal justice system and returns to the community is critical. The goal of MDST is to reduce recidivism, encourage social reintegration, and enhance public safety.

The MDST includes all institutional disciplines, including the inmate that influences the development of a strong, public-safety conscious case management plan. The Department's Bureau of Classification Management will lead this effort. The fundamental functions of the team includes assessing the inmate's needs, developing a service plan, linking the inmate to appropriate services, monitoring progress, and advocating for the inmate's needs.

The MDST must complete a comprehensive transition plan that addresses the inmate's risk and needs and must include pre-release and post-release services. The transition plan recommendations should be specific to whether the inmate is at the end of sentence or has supervision following release.

All services shall be performed in accordance with the terms and conditions of the resulting negotiated contract.

4.4 Department Responsibilities

- 4.4.1 The Department will be solely responsible for the placement and removal of inmates at the facility. The Department will work in partnership with the Contractor(s) to coordinate the placement of inmates into programming based on assessed individualized needs.
- 4.4.2 The Department will supply postage and mail supplies for inmate related correspondence.
- 4.4.3 Department staff shall conduct random and reasonable suspicion urinalysis testing on inmates.
- 4.4.4 The Department will ensure that Contractor(s) program staff is notified of the impending transfer in order that the record may be transferred with the inmate.
- 4.4.5 The Department will provide management of the inmate to include security, classification, housing, and medical care of the inmates.
- 4.4.6 The Department will provide training on procedure implementation and requested technical assistance for re-entry program services implementation and maintenance.

4.5 Administrative Requirements

The Department will furnish at the program service sites the following for the successful Respondent(s) use:

- Office space;
- Fourteen (14) inmate computers for educational programming;
- Telephones and telephone service; and
- Furniture.

The Department will furnish restroom supplies, and cleaning supplies for all areas.

4.6 Service Locations

The successful respondent(s) will provide services defined under the resulting Contracts at one, or both, of the following location(s):

Baker Re-Entry Center
171 US Highway 90
Sanderson, FL 32087

Everglades Re-Entry Center
1599 SW 187th Avenue
Miami, FL 33194

4.7 Contractor Technical Responsibilities (Information Technology)

4.7.1 Corporate Access to the Department's Network

Any access to the Departments network from an outside non-law enforcement entity must be done via a LAN to LAN Virtual Private Network (VPN). Once the corporate entity has made the request to the Department and they provide a copy of their security policies and a network diagram, a review will be made by the Departments network staff, Information Security staff, the Chief Information Officer to make a final decision on granting access.

4.7.2 LAN to LAN Connections

- 4.7.2.1** Authorized LAN to LAN connections must utilize IPSec security with either Triple DES or AES and be provided and managed (including software provision and configuration, and connection support) by a Department-approved VPN service provider. Outside entities requesting or using these connections are financially responsible for all required or related equipment and installation, and must adhere to all VPN service provider policies and procedures as well as Department procedures. The VPN service provider will coordinate with the outside entity in determining whether to use outside entity equipment to terminate that end of the VPN connection or provide the necessary equipment.
- 4.7.2.2** When LAN to LAN VPN access is requested the requestor must also present an accurate and complete description of the requestor's information network, including all permanent and temporary remote connections made from and to the requestor's network, for Department review. Any access or connection to the Department's network not approved by the Chief Information Officer or the Department is strictly prohibited.
- 4.7.2.3** Outside entity workstations accessing the Department's information network via a LAN to LAN VPN must operate Windows XP or later operating system .Outside entity workstations accessing the Department's information network via a LAN to LAN VPN must operate with password protected screen savers enabled and configured for no more than 15 minutes of inactivity.
- 4.7.2.4** It is the responsibility of the authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network by way of these same privileges. At no time should any authorized user provide their userID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department.
- 4.7.2.5** Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display or any other use is prohibited without the express consent of the Office of Information Technology.

4.7.3 Outside Entity Obligations

- 4.7.3.1** It is the outside entities' and their workforce members' responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures.
- 4.7.3.2** Notice of planned events in an outside entity's computing environment that may impact its secured connection, in any way or at any severity level, to the Department must be submitted to the Department at least one week in advance of the event.
- 4.7.3.3** The Department must receive notice in electronic and written form from an outside entity when any unexpected event of interest occurs in any way or at any level of severity within or around the outside entity's computing environment that may impact the Department's information security. Events including but not limited to malware (virus, trojan, etc) discovery, network or system breaches, privileged account compromise, employee or workforce member misconduct, etc, are examples of events of interest to the Department.
- 4.7.3.4** Outside entity workstations are not to access any resource or download any software from the Department's information network without prior approval.
- 4.7.3.5** Before connection and while connected to a VPN formed with the Department the outside entity's computing environment (computing devices including workstations, servers, and networking devices) must be operating the latest available software versions and applicable patches, and have the following implemented with supporting policies or procedures available for review by the Department:
 - a) Active and effective network device, server and workstation operating system and layered software patch or update processes.

- b) Department approved, up-to-date server and workstation anti-virus/malware software (all components) installed with active and effective patch or update processes in place.
- c) Outside entity workforce members with VPN access privileges to the Department's network shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, ensuring a reduced risk to Department data and that Department business is never confused with personal business.

4.5.3.6 With regard to VPN connections used by outside entities that are provided by Department-approved VPN providers, the Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on any outside entity computing or network equipment. The outside entity is solely responsible for protecting (backing up) all data present on its computing and network equipment and compliance with all regulatory legislation.

4.7.4 Contractor's Network

In addition to the Contractor(s) providing its own data network, cabling and connectivity devices, all associated IT hardware, at the local correctional facility level will be provided by and maintained by the Contractor(s). This includes, but is not all inclusive, hardware such as personal computers and laptops (including software licenses), tablet PC's, thin clients, printers, fax machines, scanners, video conferencing, switches, and UPS for switches.

4.8 Programmatic Services

4.8.1 General Requirements

The successful Contractor(s) shall meet or exceed the following key elements or requirements for all programmatic services:

- 4.8.1.1** Provide evidence-based programs that have the objective of reducing recidivism by assuring the successful reintegration of the inmates back into society upon release from incarceration. Such services shall be initiated upon the commencement of the Contract, which shall be maintained continuously and shall be in accordance with DOE, DCF, DC policy and procedure and certified by the appropriate governing agency. Teachers' and instructors' credentials must meet or exceed all applicable requirements of Florida Law. Inmates shall be assigned to programs in accordance with DC policy and procedure. The inmate participation requirements set forth in successful Contractor's response and resulting Contracts shall be reevaluated annually and adjusted as necessary by mutual agreement of the parties through an addendum to the Contract if adjustments are necessary.
- 4.8.1.2** The Contractor(s) may utilize volunteers for programs that will contribute to leisure time, faith and character development, educational programs, or that in the Contractor's judgment may contribute to inmates' adjustment in the Center or upon release. Volunteers shall be screened according to the established DC Procedure 503.004, Volunteers (Exhibit A).
- 4.8.1.3** Have a proven record of strong community relationships at the local level. The DC recognizes that nontraditional partners can be particularly helpful in building informal networks to support offenders' basic needs as they transition back to the community. Transitioning offenders have significant deficits and needs for services that are typically funded and/or provided by non-correctional agencies, by community organizations, and by informal networks. Therefore, these stakeholders must be part of developing a reentry strategy if offenders' needs are to be addressed.
- 4.8.1.4** All inmate programs are subject to applicable reporting requirements of the state and federal government.
- 4.8.1.5** Operate their programming within the facility based on the re-entry community concepts with its ten (10) foundation principles.
- 4.8.1.6** At all times during the course of the Contracts resulting from this ITN, the Contractor(s) agrees to maintain inmate participation in academic programming, vocational programming, religious

programming, transition services and substance abuse services at the Center at the participation percentage level established in the 2014-2015 General Appropriations Act. As stated, at least 70 percent of the inmate population shall be actively enrolled in programs as defined in this ITN. However; it is the Department's desire to have 100% of all inmates in the facility to be enrolled in one or more programs based on their needs.

4.8.2 Academic Programs

The successful Contractor(s) shall administer academic programs based on Florida Board of Education-approved formal assessment and pursuant to DC Procedure 501.106, Academic Education Programs, Florida Statutes, and Florida Administrative Codes. At a minimum, the successful Contractor's academic programs shall include:

- 4.8.2.1** English Secondary Language;
- 4.8.2.2** Low Literacy including Mandatory Literacy Program;
- 4.8.2.3** Adult Basic Education;
- 4.8.2.4** Pre-GED® level;
- 4.8.2.5** GED® classes; and
- 4.8.2.6** GED® Testing.

The successful Contractor(s) shall administer all testing in accordance with Florida Department of Education standards and DC policy and procedures. The successful Contractor(s) shall be required to report all testing outcomes to DC. The successful Contractor(s) shall be responsible for all licenses and costs associated with administering the GED® computer-based test (CBT).

4.8.3 Vocational Programs

The successful Contractor(s) shall administer career and technical education/ vocational programs pursuant to DC Procedure 502.001, Career and Technical Education for Inmates (Exhibit A), Florida Statutes, and Florida Administrative Code. Vocational training programs should result in industry certification that is aligned with local geographic labor markets and connected to established articulation agreements.

4.8.4 Release Preparation/Transition Programs

The successful Contractor(s) shall provide reentry programs and MDST services to inmates. The Department places a high priority on programs using innovative approaches providing evidenced-based transition services to inmates. Where applicable, the DC-approved curriculum shall be used or an equivalent approved by the Department. All program services noted below require the use of DC-approved curriculum. At a minimum, the successful Contractor's release preparation or pre-release classes shall include following elements:

- 4.8.4.1** Thinking For A Change (T4C) - Thinking for a Change is a cognitive-behavioral intervention for individuals involved with the criminal justice system created by the National Institute of Corrections (NIC) designed to reduce recidivism. The three main components are: Cognitive Self Change, Social, and Problem Solving Skills. In order to maintain the program integrity the Thinking for a Change program can only be administered by trained individuals (i.e., inmate facilitators are not permitted) and requires at least two facilitators per group;
- 4.8.4.2** Victim Awareness;
- 4.8.4.3** Family Unification/Parenting; and
- 4.8.4.4** 100-Hour Transition Program - The 100-Hour Transition Training Program is a statutorily mandated (Section 944.7065, F.S.) comprehensive transition program that covers job readiness and life management skills. This training is provided to all inmates within the 12 month period prior to their release.

Respondents shall note that some curriculums are in revision by the Department; however, the components will not change and the intent and focus will remain the same.

4.8.5 Religious Programs

The successful Contractor(s) shall make religious programs available to all inmates who wish to participate in accordance with the United States Constitution, Florida Statutes, Florida Administrative Code, and DC Procedures 503.002, Chaplaincy Services; 503.004, Volunteers; 503.006, Religious Dietary Program; and 506.032, Faith and Character Based Residential Programs (Exhibit A).

4.8.6 Wellness Program

The successful Contractor(s) shall provide a structured wellness program that includes indoor and outdoor recreation and structured leisure time programs for the inmates in compliance with DC Procedure 602.051, Wellness Education Program for Inmates (Exhibit A).

4.8.7 Substance Abuse Program Services

The successful Contractor(s) shall provide substance abuse services to 100% of the inmates based on assessed need to include licensed prevention, treatment, and aftercare. The program is designed to offer services and interventions to motivate and assist inmates in their personal recovery. The Contractor(s) shall ensure that all substance abuse treatment services are provided in accordance with Chapter 397, F.S., Rule 65D-30, F.A.C. and all updates and Code of Federal Regulations 42, part 2.

4.8.8 Library Services

The Contractor(s) shall operate a general library program for inmate use in compliance with the Florida Statutes, Florida Administrative Code and DC Procedure 501.310, General Library Programs (Exhibit A).

4.8.9 Multi-Disciplinary Staff Team (MDST)

The Contractor(s), in conjunction with Department's Bureau of Classification Management, shall provide case management using the MDST model which shall be conducted with a program participant-centered approach that takes into consideration all of the program participant's needs, including those which may or may not be satisfied through the Contract resulting from this ITN. The Contractor(s) shall provide needed support and encouragement and determine the transitional support services required and provide coordination between program participants and community service providers to ensure that access to necessary services is obtained. The Contractor(s) shall meet with the program participants, encouraging them to complete training and obtain jobs that fulfill their employment goals. The Contractor(s) shall assess each program participant's satisfaction with his/her training, support services, and employment. The Contractor(s) shall track program participation and document outcomes.

4.8.10 Individualized Transition Plans (ITP)

The Contractor(s) shall participate in the MDST meetings to assist in the development of an Individualized Transition Plan (ITP) for each program participant within three years of the program participant's scheduled release date that will facilitate successful completion of program services and assist the program participant in a successful re-entry to the community following incarceration. The ITP shall be maintained in the inmate's classification record.

4.9 Reporting Requirements

4.9.1 The reports delineated below shall be submitted by the successful Contractor(s) in a DC-approved format to the Department's Contract Monitor with a copy to the Contract Manager (or designee). The Department

reserves the right to modify reporting requirements as necessary, upon thirty (30) days' written notification to the Contractor(s). The Department encourages the Contractor(s) to submit copies of the required reports by e-mail, utilizing Microsoft Office Suite applications. All reports shall be submitted by the dates delineated below and shall be considered late after that date.

4.9.1.1 Monthly Report – This report shall include the Contractor(s)'s name, Contract number, mailing address, phone number, location of program, and program title. In addition, the report shall reflect any accomplishments made during the month. The Monthly Report shall be attached to the invoice and shall include sufficient detail of services rendered for proper processing and approval. The monthly reports shall be submitted by the fifteenth (15th) day of the month following the previous month's service period. The Contractor(s) shall submit electronic copies of all monthly reports with the monthly invoice to the Contract Manager or designee. The monthly reports include, but are not limited to:

- **Staffing Report** - This report shall include the components outlined in Section 4.22.4.2, and shall be submitted in a DC-approved format.
- **Clinical Supervision Report** – This report shall be submitted for substance abuse counselors in a DC-approved format.
- **Religious Calendar** – This report shall reflect all religious activities provided for inmates.
- **Inmate Admission and Release Report** – This report shall designate the inmate number, name, admission date and release date and a detailed list of the services provided to the program participants for the month.
- **Achievement/Barrier Report** – This report shall reflect any accomplishments made by the successful Contractor(s) with the population and alert the Department to any barriers the Contractor(s) is facing at the facility.

4.9.1.2 Quality Assurance Report - The Contractor(s) shall be required to provide a written report detailing the findings of its quality assurance program, as outlined in Section 4.11. This report shall be submitted on a semi-annual basis to the Contract Monitor with a copy to the Contract Manager (or designee).

4.10 Licensure and Certification

The successful Respondent(s) shall provide the Department of Corrections with all required licensure or certifications as outlined in Section 4.14.1. The Contractor(s) shall notify the Department that initial application to provide proposed substance abuse services has been filed with the Department of Children and Families and a probationary license has been issued prior to operation.

4.11 Quality Assurance Program

The Contractor(s) shall have a formal quality assurance/quality control program in place that demonstrates that internal review and quality control processes are in place and routine evaluations of the quality of the system, equipment and service are performed to ensure compliance with the terms and conditions of the Contract. A copy of the quality assurance/quality control program shall be submitted and approved, as required, by the Contract Manager at any time during the Contract term.

4.12 Value-Added Services

The successful Respondent(s) may provide value-added services to a Contract resulting from this ITN. These services will be in addition to the services which meets the minimum requirements and specifications of this ITN. These value-added services must be provided at no cost to the Department.

4.13 Additional Services

Subsequent to establishing contracts resulting from this ITN, if the Department determines that additional services, specifications, modifications, or deletions are needed and it is in the Department's best interest to change the scope of service, then the Department reserves the right to enter into negotiations with the Contractor(s) receiving an award to amend the contract. Only changes within the general scope of service are allowed under Chapter 287, Florida Statutes. The successful Contractor(s) should be prepared to make required changes.

4.14 Contract Staffing Requirements

The successful Contractor(s) shall have sufficient staff that possess appropriate skills and training to effectively execute the provisions outlined in this ITN. The Contractor(s) shall develop a staffing plan that identifies the types of positions and number of personnel in each position-type and the cost of each position utilizing Table 2 of the Cost Information Sheet (Attachment 8). The Contractor(s) shall also develop a Staffing Level Back-up Plan, a monthly Staffing Schedule and a Monthly Program Schedule. All final plans and schedules must be approved in writing by the Contract Manager or designee, as well as any revisions.

The Contractor(s) is expected to have staff on duty seven days a week to conduct programming activities. No staff position should remain vacant for longer than forty-five (45) continuous calendar days. The Contractor(s) should ensure contingencies are in place to provide coverage for staff illnesses, vacations, and absence from work site.

The Contractor(s) shall notify the Contract Monitor or designee in writing of any staff resignations or terminations within two (2) calendar days. The Contractor(s) shall have a written procedure that contains a specific plan for handling staff vacancies. The plan shall be provided to the Department upon request.

The Department-approved Staffing Level Plan shall be attached to and incorporated by reference into the final contract that will result from this ITN. Any change to the minimum staffing level plan must be approved by the Contract Manager or designee prior to changes being made.

4.14.1 Staffing Qualifications

The Contractor(s) shall employ only highly trained and qualified staff that possess the minimum qualifications outlined below for each position, inclusive of interim staff. The Contractor(s) shall provide the Department with a copy of the staff's resumes. The Department may grant an education/experience waiver if a prospective candidate for employment possesses exceptional qualifications. In such cases, the Contractor(s) shall submit a waiver request specifically documenting the exceptional qualifications in writing to the Contract Monitor, who will forward the request to the Contract Manager for review and approval. Waiver request packets shall include the prospective employee's resume and all documentation in support of the request. The Contract Manager will provide a written response to each request within five (5) business days of receipt of a complete waiver request packet. Requests for waivers will not be granted for Program Director/Clinical Supervisor positions.

4.14.1.1 Program Director: The Program Director shall be an on/site management professional position responsible for the overall operation of the Re-Entry Center. The Program Director will be part of the Institution Management Team and will meet with the Warden (or designee) to address program operations. This individual shall have a minimum of two (2) year's experience at the management level providing direct administrative oversight.

4.14.1.2 Clinical Supervisor: The Contractor(s) shall have a minimum of one (1) full-time Clinical Supervisor, forty (40) hours per week who will ensure that the program has adequate staff to deliver the substance abuse program components of this project and provide clinical supervision. This position must meet the standards of a "Qualified Professional" in accordance with Chapter 397, F.S.

- 4.14.1.3 Substance Abuse Counselors:** Staffing shall be in accordance with evidence-based standards of practice. Substance abuse counselors shall have a minimum of a bachelor's degree and substance abuse and/or mental health counseling experience.
- 4.14.1.4 Support Staff:** The Contractor(s) shall ensure that paid support staff possess a High School Diploma or G.E.D.
- 4.14.1.5 Academic Teacher :** Academic teachers providing educational instruction to inmates shall possess a bachelor's degree from an accredited college or university and possess, or be eligible to apply for, a current State of Florida Educator's Certificate. Non-certified teachers must possess a State of Florida Educator's Certificate and passing scores on the General Knowledge Test within twelve months of hire (or passing scores on the College Level Academic Skills Test (CLAST) exam prior to July 2002). A State of Florida Educator's Professional Certificate must be obtained prior to the expiration of the Temporary Certificate.
- 4.14.1.6 Vocational Teacher:** Teacher(s) providing vocational instruction to inmates shall have the appropriate certification in the vocational discipline being taught. A high school diploma or its equivalent and six years experience in the vocation being taught; or a bachelor's degree from an accredited college or university and two years of occupational experience in the vocation being taught; or additional education or training may substitute on a year-for-year basis for up to four (4) years of the required experience as described above. Special Note: Must possess a State of Florida Educator's Certificate or Florida School District/Florida Department of Corrections issued vocational certificate within 12 months of hire date. Non-certified applicants must be eligible to apply for a certificate at time of hire. State of Florida of Department of Corrections Educator's Professional Certificate must be obtained prior to the expiration of the Temporary Certificate.
- 4.14.1.7 100-Hour Transition Training Program Facilitator:** The 100-Hour Transition Training Program Facilitator shall possess, at a minimum, a high school diploma or GED, and related facilitation experience. Staff training must be provided by the Region I 100-Hour Transition Training Program Coordinator.
- 4.14.1.8 Thinking for a Change Facilitator:** The Thinking for a Change Facilitator shall be officially trained by a certified Thinking for a Change facilitator trainer, as recognized by the National Institute of Corrections standards.
- 4.14.1.9 Chaplain:** The Contractor(s) shall provide a Chaplain who has current ordination or equivalent professional clergy standing with an organized religious body; ecclesiastical endorsement or equivalent; a Bachelors degree; and clergy experience.

4.14.2 Clinical Supervision Requirements

Clinical supervision shall be provided by the on-site Substance Abuse Clinical Supervisor. The successful Contractor(s) shall propose a sufficient clinical supervision plan commensurate with the type of substance abuse treatment provided (i.e. intensive outpatient, residential, etc.) and the credentials of the substance abuse counselors providing services.

4.14.3 Staffing Schedules

The Contractor(s) shall maintain the approved staffing schedule and the approved back up staffing plan for filling staff absences and vacancies provided for each program site.

The Contractor(s) shall ensure that all required Contractor(s) staff positions are filled for the entire scheduled weekly work period, and that individuals are physically present at the work site. The weekly work period is defined as forty (40) hours per week for full-time employees and twenty (20) hours per week for part-time employees. Any exceptions to these position hours shall be pre-approved by the Contract Manager. All positions will be considered full-time unless otherwise specified, inclusive of interim positions.

4.14.3.1 Staff Absences/Interim Positions

- a. Under most circumstances, temporary/interim staff may not occupy positions for longer than forty-five (45) consecutive calendar days. However, the Contractor(s) may request that a qualified interim staff member be permitted to occupy a position for up to one hundred eighty (180) consecutive calendar days in cases where permanent staff will be absent for an extended time period (i.e., sickness, maternity, paternity, family, military, etc.). The Contractor(s) shall submit such requests in writing, with supporting documentation, to the Contract Monitor for written approval. If approved, such position will not be considered vacant.
- b. Any position with a permanent employee who is absent for a consecutive period of more than eighty (80) hours shall be deemed a vacant position unless an extended period of absence has been previously approved in writing by the Contract Manager. The Contractor(s) shall still be required to fill this position with a qualified full-time interim counselor.
- c. Absence from the work site for purposes of non-departmental sponsored meetings/trainings shall be requested and approved in advance by the Contract Manager or designee.

4.14.3.2 Vacancies

- a. In addition to the above, a position is considered vacant if:
 - 1) The position has never been filled;
 - 2) staff occupying position resigns;
 - 3) staff occupying position is terminated;
 - 4) staff abandons position; or
 - 5) the position has been filled by interim staff for more than thirty (30) consecutive calendar days without written approval of the Contract Manager, or designees.
- b. Vacant positions resulting from resignation, termination, or abandonment that are still vacant after sixty (60) consecutive calendar days beginning the day after the position was vacated, will result in liquidated damages being imposed, unless other action is justified in writing by the Contract Manager.

4.14.3.3 Equal Employment Opportunity

Upon Contract execution, the Contractor(s) shall provide written procedures on equal opportunity practices relating to recruitment, examination, appointment, training, promotion, demotion, compensation, retention, discipline, separation, or other employment practices. Recruitment and selection shall be done without regard to age, race, color, sex, religious creed, national origin, political opinions, or affiliations, marital status or handicap, except when such requirement constitutes a bona fide occupational qualification necessary to perform the tasks associated with the position. The Contractor(s) is responsible for maintaining records as required by the federal Equal Opportunity Act.

4.14.4 Conduct and Safety Requirements

When providing services to the inmate population or in a correctional setting, the Contractor(s)'s staff shall adhere to the standards of conduct prescribed in Chapter 33-208, Florida Administrative Code, and as prescribed in the Department's personnel policy and procedure guidelines, particularly rules of conduct,

employee uniform and clothing requirements (as applicable), security procedures, and other applicable rules, regulations, policies and procedures of the Department.

In addition, the Contractor(s) shall ensure that all staff adheres to the following requirements:

- 4.14.4.1** The Contractor(s)'s staff shall not display favoritism to, or preferential treatment of, one (1) inmate or group of inmates over another.
- 4.14.4.2** The Contractor(s)'s staff shall not deal with any inmate except in a relationship that supports services under the Contract resulting from this ITN. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Contractor(s) shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, no staff member shall give any gifts, favors or services to inmates, their family or close associates.
- 4.14.4.3** The Contractor(s)'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 Contract Manager or designee, the Contractor(s)'s staff shall not have outside contact (other than incidental contact) with an inmate being served or their family or close associates, except for those activities that are to be rendered under the Contract.
- 4.14.4.4** The Contractor(s)'s staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Contractor(s) or the State. In providing services pursuant to this Contract, the Contractor(s) shall ensure that its employees avoid both misconduct and the appearance of misconduct.
- 4.14.4.5** At no time shall the Contractor(s) or Contractor's staff, while delivering services under the Contracts resulting from this ITN, wear clothing that resembles or could reasonably be mistaken for an inmate's uniform or any correctional officer's uniform or that bears the logo or other identifying words or symbols of any law enforcement or correctional department or agency
- 4.14.4.6** Any violation or attempted violation of the restrictions referred to in this section regarding employee conduct shall be reported by phone and in writing to the Contract Manager or their designee, including proposed action to be taken by the Contractor(s). Any failure to report a violation or take appropriate disciplinary action against the offending party or parties shall subject the Contractor(s) to appropriate action, up to and including termination of the Contracts resulting from this ITN
- 4.14.4.7** The Contractor(s) shall report any incident described above, or requiring investigation by the Contractor(s), in writing, to the Contract Manager or their designee within twenty-four (24) hours, of the Contractor's knowledge of the incident.

4.14.5 TB Screening/Testing

The Contractor(s) shall ensure Contractor's staff performing services under the Contracts resulting from this ITN at institutional sites are screened and/or tested for tuberculosis prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by DC Procedure 401.015, Employee Tuberculosis Screening and Contract Program (Exhibit A). This service will be provided by the Department's comprehensive health service contract provider at no cost to the Contractor(s).

4.14.6 Staff Background/Criminal Records Checks

- 4.14.6.1** The Contractor(s) and subcontractor's staff assigned to this project 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 II/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the Contract period. The Department has full discretion to require the Contractor(s) to disqualify, prevent, or remove any staff member from any work under the

Contract. The Department is under no obligation to inform the Contractor(s) of the background check findings or the criteria for disqualification or removal. In order for the department to conduct this background check, the Contractor(s) shall provide, upon request, the following data for any individual Contractor's or subcontractor's staff assigned to the Contract: full name, race, gender, date of birth, social security number, driver's license number and state of issue. Shall we delete this last sentence?

- 4.14.6.2** The Contractor(s) shall ensure that the Contract Manager or designee is provided the information needed to have the NCIC/FCIC background check conducted prior to any new Contractor staff being hired or assigned to work under the contract. The Contractor(s) shall not offer employment to any individual or assign any individual to work under the contract, who has not had an NCIC/FCIC background check conducted.
- 4.14.6.3** The Contractor(s) shall obtain a Level II background screening in accordance with Department guidelines. The Contractor(s) shall not consider new employees approved under the FCIC/NCIC background check until written documentation is received from the Department indicating the Level II screening has been completed and approved. No access to Department computers or data will be given to any contract employee until Level II background screening has been reviewed and approved. The Contractor(s) shall bear all costs associated with this background screening.
- 4.14.6.4** No person who has been barred from any Department institution or other Department facility shall provide services under the Contracts resulting from this ITN without prior approval from the Contract Manager.
- 4.14.6.5** Offenders shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the offender and any staff of the Contractor(s). It is the responsibility of the Contractor(s) to advise the Contract Manager or designee of any known preexisting close personal relationships between staff and offender. Chapter 33-208.002(26) of the Florida Administrative Code shall apply at the program, which stipulates that marriage between employee and offender is prohibited.
- 4.14.6.6** The Contractor(s) shall not employ or enter into any subcontract with any individual who is under supervision or jurisdiction of any parole, probation or correctional authority to provide direct treatment services or provide supervision of any other offenders at any program site under the Contracts resulting from this ITN. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with or access to any records of the Department of Corrections offenders participating at contracted sites.
- 4.14.6.7** The Contractor(s) shall disclose any business or personal relationship a Contractor's staff person or potential hiree may have with anyone presently incarcerated or under the supervision of the Florida Department of Corrections.
- 4.14.6.8** The Contractor(s) shall immediately report any new arrest, criminal charges or convictions of a current employee under the Contracts resulting from this ITN.
- 4.14.6.9** Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically bar the Contractor(s) from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred. The Contractor(s) shall require that all proposed employees provide to them the details of any criminal background information. The Contractor(s) shall make full written report to the Contract Manager or designee within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is two hundred dollars (\$200) or less) or when the Contractor(s) or Contractor's staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.

4.15 Contract Monitor

The Contractor(s) shall be responsible for reimbursing the Department for a Contract Monitor position as outlined in Section 3.5. The Contract Monitor will be an employee of the Department, and as such the Department will be responsible for the hiring and supervision of the employee. As defined in Section 1, Definitions, the Contract Monitor

will monitor contract compliance and will coordinate actions and communications between the Department and the Contractor(s) unless the Department directs otherwise.

4.16 Performance Measures

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

Note: The successful Contractor(s) shall comply with all Contract terms and conditions upon contract execution and the Department may monitor this compliance upon implementation of services to ensure that Contract requirements are being met.

4.16.1 Performance Outcomes and Standards

Listed below are the key Performance Outcomes, Measures and Standards deemed most crucial to the success of the overall desired service delivery. Other outcomes and standards may be considered. The Contractor(s) shall maintain compliance with the following performance measures:

- | | | |
|-----------------|------------------|---|
| 4.16.1.1 | Outcome: | On any given day, 70% of all inmates are enrolled in at least one program based on individually assessed need. |
| | Measure: | OBIS program participation date for all inmates at the institution on random day each month. |
| | Standard: | Achievement of outcome must be met 100%. |
| 4.16.1.2 | Outcome: | The Contractor(s) shall maintain the appropriate level(s) of licensure for the contracted programs in accordance with Chapter 397, F.S., and F.A.C. 65D-30. |
| | Measure: | Receive the written licensure reports from the Department of Children and Families and a copy of the appropriate license(s) to ensure appropriate services are provided and ensure licensure compliance. |
| | Standard: | The Contractor(s) must maintain the appropriate level(s) of Department of Children and Families licensure for one-hundred (100%) of the contracted programs. |
| 4.16.1.3 | Outcome: | Each student enrolled in academic education will increase their literacy level by one level in at least one subject area within 120 days as measured by the TABE. Literacy levels are defined by the National Reporting System. |
| | Measure: | Literacy level increase within 120 calendar days. |
| | Standard: | Contractor(s) shall show educational gains of at least one literacy level in at least one subject area, for at least eighty percent (80%) of all students within 120 days of enrollment in an academic class. |
| 4.16.1.4 | Outcome: | Within 180 calendar days of enrollment all inmates enrolled in GED-level courses will secure a GED. |

	Measure:	Compare the number of inmates enrolled in GED level courses with the number of inmates that have secured a GED within 180 calendar days of enrollment.
	Standard:	Contractor(s) shall ensure that Department of Education requirements for GED testing sites are upheld and at least seventy-five (75%) of the inmates enrolled in GED-level classes shall secure GEDs within 180 calendar days of enrollment. Performance shall be measured annually and/or on an as needed basis.
4.16.1.5	Outcome:	All inmates enrolled in vocational program will secure either a vocational certificate or an industry certificate.
	Measure:	Compare the percent of inmates enrolled in vocational programming with those who secure either a vocational certificate or an industry certificate.
	Standard:	Contractor(s) shall ensure that at least seventy-five (75%) of inmates enrolled in a vocational program, shall secure a vocational certificate or an industry certificate.
4.16.1.6	Outcome:	All program participants shall complete the 100-Hour Transition Training Program or an approved equivalent prior to release.
	Measure:	Compare the total number of program participants who complete the 100-Hour Transition Training Program or approved equivalent to the total number of participants who do not complete the program or approved equivalent prior to release.
	Standard:	Achievement of outcome must meet or exceed ninety-five percent (95%) on state fiscal year-end basis, starting July 1st and ending June 30th.
4.16.1.7	Outcome:	All Thinking for a Change program participants shall demonstrate a reduction in criminal thinking errors as evidenced by results of the Texas Christian University Criminal Thinking Scale (CTS)– Short Form.
	Measure:	Criminal thinking error reduction on the Criminal Thinking Scale (CTS) – Short Form from pre-test to post-test.
	Standard:	Achievement of outcome should meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.
4.16.1.8	Outcome:	All program participants referred by the MDST with an identified need shall complete the Department Family Reunification/Parenting Program, or approved equivalent prior to release.
	Measure:	Compare the total number of program participants completing the Family Reunification/Parenting Program to the total number of participants referred by the MDST.
	Standard:	Achievement of outcome must meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.

- 4.16.1.9 Outcome:** All program participants referred by the MDST with an identified need shall complete a Victim Awareness Program, prior to release.
- Measure:** Compare the total number of program participants completing the Victim Awareness Program to the total number of participants referred by the MDST.
- Standard:** Achievement of outcome must meet or exceed seventy-five percent (75%) on state fiscal year-end basis, starting July 1st and ending June 30th.
- 4.16.1.10 Outcome:** All inmates shall be enrolled in substance abuse services prior to release based on individually assessed needs.
- Measure:** Compare the monthly Inmate Program Admission and Discharge Reports with the number of inmates enrolled in substance abuse services to ensure that ninety-five percent (95%) of inmates are enrolled.
- Standard:** Contractor(s) shall ensure that at least ninety-five (95%) of inmates are enrolled in the appropriate a substance abuse program based on their needs on state fiscal year-end basis, starting July 1st and ending June 30th.
- 4.16.1.11 Outcome:** A minimum of ten (10) religious activities will be offered for inmates on a weekly basis.
- Measure:** Review of the monthly religious calendar.
- Standard:** Achievement of outcome shall be met 100% of the time.
- 4.16.1.12 Outcome:** At a minimum of ten (10) hours weekly, the Chapel Library shall be available to the inmate population.
- Measure:** Review of monthly religious calendar.
- Standard:** Achievement of outcome shall be 100% of the time.
- 4.16.1.13 Outcome:** 180 days subsequent to Contract execution, all approved positions identified on the approved Staffing Level Plan shall be filled and never vacant for more than sixty (60) consecutive calendar days.
- Measure:** Review of monthly Staffing Report.
- Standard:** Achievement of outcome shall be 100% of the time.

4.16.2 Other Contract Requirements

- Standard:** The Department will monitor the Contractor's performance and determine compliance with other contract requirements, including, but not limited to, the following:
- a. Compliance with any other Term and Condition of the Contract involving delivery of services not otherwise listed above.
 - b. Compliance with General Reporting Requirements, Section 4.9.
 - c. Invoicing and supporting documentation.

Measure: The Contractor(s) shall achieve 100% compliance after the time-frames allowed for corrective action on identified deficiencies. Performance shall be measured on an annual basis.

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

4.17 Monitoring Methodologies

The Department's Contract Manager, designee and/or the Contract Monitor will perform monitoring during the term of the Contract, not less than once a year to ensure Contract compliance. Monitoring shall include periodic review of compliance with contract service delivery and review of all contract requirements. The Department reserves the right for any Department staff to make scheduled or unscheduled, announced or unannounced monitoring visits at any site where services are delivered pursuant to the Contracts resulting from this ITN.

When issues of non-compliance are identified in the monitoring report, the Contractor(s) shall submit a written Corrective Action Plan (CAP) to the Contract Monitor within the timeframe specified DC Procedure 205.013. If necessary, a follow-up monitoring visit shall be scheduled by the Contract Monitor. Failure by the Contractor(s) to correct the items identified as being deficient, including staffing patterns, shall be considered a breach of the Contract.

4.17.1 Program Start-up Orientation and Subsequent Monitoring

The Department's Contract Manager or designee will conduct a site visit during the first thirty (30) days of program start-up. The Contract Manager or designee will observe and assess the Contractor's understanding of the tasks required for the overall successful functioning of the program. This program site visit will include: confirmation that technical instructions have been provided to new staff; a face-to-face meeting with the lead contract supervisor(s) and staff to ensure that contract requirements, monthly reporting, invoicing, program data management are clearly understood and properly implemented. This will be followed-up by an in-depth comprehensive program monitoring evaluation of the program, at least once during every contract year.

4.17.2 Monitoring Performance Outcomes and Standards

The Department's Contract Manager and/or designee will monitor the Contractor's service delivery to determine if the Contractor(s) has achieved the required level of performance for each Performance Outcome, Measure, and Standard identified in Section 4.15.

If the Department determines that the Contractor(s) has failed a Performance Outcome and Standard, the Contractor(s) will be sent a formal contract communication in accordance with Section 6.5.4. Note: The Contractor(s) shall correct all identified non-compliant service delivery related to failure to meet the Performance Outcomes, Measures and Standards within thirty (30) days of notice.

The Department desires to contract with a Contractor(s) who clearly demonstrates its willingness to be held accountable for the achievement of certain performance measures in successfully delivering services under the Contracts resulting from this ITN. Therefore, the Department has developed Performance Measure categories which shall be used to measure Contractor's performance and delivery of services. The Contractor(s) shall ensure that the stated performance outcome and standard (level of achievement) is met.

4.18 Liquidated Damages

By executing the Contracts resulting from this ITN, the Contractor(s) expressly agrees to the imposition of liquidated damages, in addition to all other remedies available to the Department by law.

The successful Contractor(s) shall acknowledge and agree that its performance under the Contracts resulting from this ITN shall meet the Performance Outcomes and Standards and Other Contract Requirements set forth in Section 4.16.1 and 4.16.2.

If the Contractor(s) fails to meet the requirements as set forth in 4.16.1.1, the Department may impose Liquidated Damages on a monthly basis in the amount of **two hundred and fifty dollars (\$250.00)** for every day the Contractor(s) does not have seventy percent (70%) of the total population enrolled in at least one program.

If the Contractor(s) fails to meet the requirements as set forth in 4.16.1.13 the Department will impose liquidated damages in the amount of the hourly rate (8 hours a day for a full-time position and 4 hours a day for a part time position) for each position vacant for more than sixty (60) consecutive calendar days. The damages will be applied for every day the position remains vacant, beginning the 61st consecutive calendar day. The rate shall be determined based on the total position cost as reflected in the contract incorporated Staff Level Plan or any approved revisions.

If the Contractor(s) fails to meet the requirements set forth in 4.16.1.2, the Department will impose liquidated damages in the amount of **two hundred and fifty dollars (\$250.00)** for every day until such time as the appropriate license is issued for the contracted substance abuse program. This includes assessment of liquidated damages if an interim license is issued for any of the following reasons:

- a. The service component(s) under contract with the Department of Corrections is/are substantially in non-compliance with licensure standards.
- b. The Contractor(s) is involved in license suspension or revocation proceedings for the contracted substance abuse program.

If the Contractor(s) fails to meet any other performance measure as outlined in sections 4.16.1 or 4.16.2 the Department may impose liquidated damages in the amount of \$2,500.00 per occurrence.

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

4.19 Deliverables

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

- 4.19.1** Program services in accordance with Section 4.8;
- 4.19.2** General reporting in accordance with Section 4.9; and
- 4.19.3** Filled staff positions in accordance with Section 4.14.3.

4.20 Advertising/Promotions

The Contractor(s) shall not issue news releases, advertisements or news articles, or any other information of any kind related to the Department, including statistical data, inmate/offender information or programs without prior written approval from the Department's Contract Manager or designee.

4.21 Scope Change after Contract Execution

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

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

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

4.22 Response Submission Requirements

4.22.1 General Instructions

Each response shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each bid must be on completeness and clarity of content. In order to expedite the review of responses, it is essential that Respondents follow the format and instructions. **A SEPARATE RESPONSE SHALL BE SUBMITTED FOR EACH LOCATION IF RESPONDING TO BOTH LOCATIONS. THE RESPONSE SHALL IDENTIFY WHICH SITE (EVERGLADES RE-ENTRY CENTER OR BAKER RE-ENTRY CENTER) THE RESPONSE IS FOR.**

- Responses may be sent by U.S. Mail, Courier, Overnight, or Hand Delivered to the location indicated in the Timeline. Electronic submission of responses will not be accepted for the Invitation to Negotiate. ***This Special Instruction takes precedence over General Instruction #3 in PUR1001.***
- All responses must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the response opening shall be clearly marked on the outside of the envelope/package.
- It is the Respondent's responsibility to assure its response submittal is delivered at the proper place and time as stipulated in the Timeline. The Department's clocks will provide the official time for bid receipt and opening.
- Late bids will not be accepted.
- Respondents should complete, sign, and return the Acknowledgement Form (page 1) with their submittal.
- Respondents should submit one (1) original hard copy response, five hard copies, and six electronic copies of the submittal on CD. The electronic copies should contain the entire bid as submitted, including all supporting and signed documents, and shall not be password protected. If submitting a redacted response as outlined in Section 5.19, then one (1) redacted hard copy and one (1) electronic redacted copy shall be submitted on CD.

4.22.2 Mandatory Documentations

The Respondent shall complete and submit the following mandatory information or documentations as a part of the response. Any response which does not contain the information below shall be deemed non-responsive.

4.22.2.1 Certification Attestation Page (Attachment 1)

4.22.2.2 Cost Information Sheet (Attachment 8), which includes two pages, Table 1, and Table 2 Staffing Level Plan.

4.22.3 Statement of Qualifications

4.22.3.1 Respondents' Business/Corporate Experience – Narrative/Record of Past Experience

The following details of the Respondent's qualifications and experience to perform the services sought through this Invitation to Negotiate shall be provided in narrative form and in sufficient detail so that the Department is able to judge its complexity and relevance. This information should be included under Tab 2 of the Response. Specifically:

- a. Provide a description of Respondent's corporate purpose and approach as it pertains to criminal justice re-entry services for inmates or other services similar to those sought in this Invitation to Negotiate.
 - b. Provide the Respondent's business plan and administrative structure. Describe the Respondent's organizational structure, depicting clear lines of authority.
 - c. Identify no less than three (3) or no more than ten (10) current and/or past (within five (5) years) contracts for the provision of services similar to those identified in this ITN that fully demonstrate/illustrate that the Respondent has the experience and ability to completely and timely perform all services contemplated by this ITN. Provide the name and current telephone number and address for the specified contract manager for each identified contract.
 - d. Copy of the most recent contract management reviews, evaluation, audits or similar documents for those contracts under "c" above.
 - e. Provide and identify all entities of or related to the Respondent (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Respondent), that have ever been convicted of fraud or of deceit or unlawful business dealings whether related to the services contemplated by this ITN or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this ITN, 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 Respondent shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction. If there have been none, a statement should be provided to this effect.
 - f. Provide a summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
 - g. Provide information indicating whether the Respondent intends to provide 100% of services directly or intends to utilize subcontractors and if so, provide identification of all subcontractors performing any service delivery. Include a statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by percentage of the total contract.
 - h. Description of community networks, partnerships, or resources that will be used in meeting the needs of the referred population and availability of resources (other than financial) to work on this project.
 - i. Provide a list of all contracts within the last five (5) years that the Respondent or Subcontractor(s), if utilized, were:
 - Terminated prior to their original expiration date and the rationale for the termination; and/or
 - Involved in a loss of funds and the reason for the loss (i.e., delays, liquidated damages, loss of performance bonds) and the amount for each.
- If none of the above conditions have occurred, Respondent shall provide a statement to that effect.
- j. Summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on Respondent. If none, then Respondent shall provide a statement to that effect.
 - k. Proof that the Respondent has at least three (3) years of business/corporate experience within the last five (5) years in the provision of comprehensive re-entry services to the criminal justice population.

4.22.3.2 Respondents' Business/Corporate Experience

The following corporate details for the Respondent and each Subcontractor (if subcontracting is indicated) should be provided.

- a. date established;
- b. ownership (public company, partnership, subsidiary, etc.);
- c. primary type of business and the number of years conducting primary business;
- d. total number of employees;
- e. information indicating that the Respondent is a corporation or other legal entity, if applicable.
- f. list of all officers of the firm indicating the percentages of ownership of each officer, and the names of the Board of Directors if applicable;
- g. Proof that the Respondent is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration and a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). If not registered, response shall provide evidence of their application for registration. In addition, the Respondent's corporate charter number or fictitious name file number, if applicable, must be provided as well as assurances that, if necessary, any subcontractors proposed will also be licensed to do business in Florida.
- h. Respondent's federal tax identification number or social security number, as applicable to the legal entity that will be performing as Primary Contractor(s) under any resultant Contract.
- i. List of names known to the Respondent/subcontractors of any Department employees having a direct or indirect financial interest in the Respondent's/Subcontractors' company. An indirect financial interest means a financial interest in the Respondent's/Subcontractors' company by a member of a Department employee's immediate family.

4.22.3.3 Business/Corporate References

The Respondent shall furnish references with their response, utilizing the form provided as Attachment 2 of this ITN. In order to qualify as current experience, services described by corporate reference shall be ongoing or shall have been completed within the thirty-six (36) months preceding the issue date of this ITN.

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

4.22.4 Project Staff

The purpose of this section is to provide the Department with a basis for determining the Respondent's understanding of the qualifications of personnel required for administrative oversight and/or management of a Contract resulting from this ITN.

4.22.4.1 Key Management Personnel and Qualifications

The Respondent shall provide biographies or curriculum vitae and qualifications of the following individuals to be assigned to the Contract. Such information shall 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 Contractor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO in the provision of comprehensive re-entry services to the criminal justice population.

- b. **Administrative Project Manager (or equivalent title)** - The **Administrative Project Manager** is the individual who will have corporate responsibility for administration of the Contract. This individual shall have a minimum of two (2) year's experience within the last five (5) years at the management level providing direct administrative oversight.
- c. **Re-Entry Program Director (or equivalent title)** - The **Program Director** shall be an on/site management professional position responsible for the overall operation of the Everglades Re-Entry Center or the Baker Re-Entry Center. The Program Director will be part of the Institution Management Team and will meet with the Warden (or designee) to address program operations. This individual shall have a minimum of two (2) year's experience at the management level providing direct administrative oversight.

4.22.4.2 Staffing Plan and Schedule

The Respondent shall provide with their proposal, the following:

- a. A list of all position titles in the organization that will provide any administrative oversight, support or direct service under the resulting contract. This Position Title list should reflect the number of staff with that title who will be providing those services and specify whether it is an on-site position or an administrative oversight position.
- b. **Staffing Level Plan:** The Contractor(s) shall submit a proposed staffing level plan that identifies the types of positions and number of personnel in each position-type and the cost of each position utilizing Table 2 of the Cost Information Sheet (Attachment 8). The Department-approved Staffing Level Plan shall be attached to and incorporated by reference into the final contract that will result from this ITN. Any change to the minimum staffing level plan must be approved by the Contract Manager or designee prior to changes being made.
- c. **Staffing Level Back-up Plan:** The Contractor(s) shall submit a proposed staffing level back-up plan that identifies how vacant positions will be handled. The Contractor's plan shall ensure that no staff position remains vacant for longer than forty-five (45) continuous calendar days. The plan shall also include contingencies to ensure coverage for staff illnesses, vacations, and absence from work site and how the Contractor(s) will develop and utilize a pool of temporary/interim staff.
- d. **Monthly Staffing Schedule:** The Contractor(s) shall submit a proposed monthly staffing schedule which shall delineate the type and number of positions on duty at every given day/hour, Monday – Sunday from 7:00 am to 9:00 pm. If there is no staff scheduled to be on at a certain time or day, the staffing schedule should indicated zero (0) staff for that day and time. The final monthly staffing schedule must be approved in writing by the contract manager or designee and any subsequent changes must be approved in writing prior to implementation.
- e. **Monthly Program Schedule:** The Contractor(s) shall submit a proposed monthly program schedule which shall delineate the specific program activities occurring each hour and the level and number of staff responsible for delivering/monitoring the activity. The final monthly program schedule must be approved in writing by the contract manager or designee and any subsequent changes must be approved in writing prior to implementation.
- f. Prior history of staff retention and what incentives and benefits they provide to retain staff.
- g. A written plan to recruit, hire and train staff for this project. This plan should reflect an understanding of the Department's role in approving an individual for work under the resulting contract.

4.22.4.3 Position Descriptions

The Respondent shall provide position descriptions and salary ranges for all positions outlined in Section 4.14.1, and for all positions that will be utilized to perform any services under this ITN.

Minimum qualifications shall include any educational requirements and certifications and work experience requirements.

4.22.5 Technical Response and Service Delivery Approach

The Technical Response and Service Delivery Approach shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level.

4.22.5.1 The Respondent shall provide a narrative response identifying how they will meet the Contract Technical Responsibilities outlined in Section 4.7. It shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level.

4.22.5.2 The Respondent shall provide a narrative Programmatic Service delivery approach identifying how they will meet each of the programmatic services outlined in Section 4.8, specifically addressing all proposed programmatic services, numbers to be served in each program, proposed vocational programs, and specific levels of substance abuse services. It shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management level.

4.22.5.3 The Respondent shall provide a narrative that explains how the ten (10) re-entry concepts and MDST will be incorporated into their program services and operations as outlined in Section 4.3.

4.22.5.4 The Respondent shall provide a narrative identifying how specific reporting requirements, quality assurance program, and value-added services will be provided.

4.22.5.5 The Respondent shall provide a clear plan on how they intend to meet each of the Performance Measures outlined in Section 4.16 and their understanding of the imposition of Liquidated Damages for failure to meet each performance measure.

4.22.6 Cost Information Sheets

A separate Cost Information Sheets/Response shall be submitted if responding to both sites.

Each Respondent shall submit one (1) original and one (1) copy separately bound, signed and sealed cost response for services described within this ITN.

Cost Information Sheets should be submitted with the most favorable terms the Respondent can offer. The Department may reject any and all responses that are conditional, incomplete or which contain irregularities, as these will be deemed to be a counteroffer.

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

4.22.6.1 Cost Information Sheets Instructions

The Respondent must complete the Initial Cost Sheet in the following manner:

1. Enter a single per diem rate (Unit Cost) for each bed (432 beds);
2. Multiply the single per diem (Unit Cost) by 432 beds (Daily Amount), and multiply by 365 days (Annual Amount);
3. Enter the name of the Respondent's organization, and affix the signature of the Business/Corporate Representative authorized to bind the Contractor to the Unit Cost proposed; and
4. Enter the date that signature is affixed.

The Unit Price submitted will prevail if a calculation error is made in determining the annual amount.

In Table 2, the Respondent shall submit a detailed cost breakdown of the per diem rate provided in Table 1. The Respondent may make additional copies of Table 2 if additional space is needed.

4.22.7 Mandatory Review and Evaluation Criteria

In order to assist the Respondent in the development of their response and to facilitate response review and evaluation by the Department, the Respondent should provide the page number(s) (in column 2) for the requested information located in the Mandatory Review and Evaluation Criteria (Attachment 7), which shall cross reference the contents of Respondent's offer, and will be used by the Department for the review and evaluation of Responses. The Respondent shall indicate at the bottom of each sheet the site (Everglades Re-Entry Center or Baker Re-Entry Center) the Response is for, and shall indicate the Respondent's name. The Evaluator will be responsible for signing their name on each sheet upon conducting evaluations.

SECTION 5.0 PROCUREMENT RULES AND INFORMATION

5.1 Respondent Inquiries

This Special Instruction takes precedence over General Instruction #5 in PUR 1001.

Questions related to this ITN must be received, in writing (either via U.S. Mail, courier, e-mail, fax, or hand-delivery), by the contact person listed below, within the time indicated in the Timeline. Oral inquiries or those submitted after the period specified in the Timeline will not be addressed.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The MyFlorida.com Vendor Bid System web site is located at: http://vbs.dms.state.fl.us/vbs/main_menu

All inquiries must be submitted in writing to:

Kelly S. Wright, CPPB, Procurement Manager
Florida Department of Corrections
Bureau of Procurement and Supply
501 South Calhoun Street
Tallahassee, Florida 32399-2500
Fax: (850) 488-7189
E-mail: wright.kelly@mail.dc.state.fl.us

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 as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response. Section 287.057(23), Florida Statutes

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

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

5.2 Cost of Response Preparation

Neither the Department nor the State of Florida is liable for any costs incurred by a vendor in responding to this ITN, including oral presentations if applicable.

5.3 Travel Expenses

The Department shall not be responsible for the payments of any travel expenses incurred by the successful respondent resulting from this ITN.

5.4 Disclosure of Response/Reply Contents

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

5.5 Response Opening

Responses are due and will be publicly opened at the time, date and location specified in the Timeline. Responses received late (after opening date and time) will not be accepted nor considered and no modification by the respondent of submitted bids 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 response not properly sealed, addressed or identified. The name of all Respondents submitting bids will be made available to interested parties upon written request to the Procurement Manager.

5.6 Review and Evaluation Process

- Phase 1 - Public Opening
- Phase 2 - Review of Mandatory Responsiveness Requirements/Fatal Criteria and other submissions
- Phase 3 - Evaluation of Statement of Qualifications, Project Staff, and Technical Response and Service Delivery Approach
- Phase 4 - Evaluation of Cost Sheet
- Phase 5 - Determination of Final Scores and Ranking
- Phase 6 - Negotiations
- Phase 7 – Final Reply (aka Best and Final Offer, or BAFO) from Respondents
- Phase 8 - Posting of Notice of Intended Decision

Following the public opening, the Bureau of Procurement will conduct a review of Mandatory Requirements/Fatal Criteria as a pass or fail. If the Response passes, the Response will then be evaluated and scored based on the established criteria defined in Attachment 7. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Response for Category 1 - Statement of Qualifications, Category 2 - Project Staff, and Category 3 - Technical Response & Service Delivery Approach. Each Evaluator's score for each category will be combined and averaged to determine the point value. Each Response's point value for each category will then be combined, and added to the cost point value to determine final scores.

The following shows the maximum number of points that may be awarded for each category:

Mandatory Responsiveness Requirements/Fatal Criteria and other submissions (Pass/Fail)		0 points
Category 1	Statement of Qualifications	100 points
Category 2	Project Staff	300 points
Category 3	Technical Response & Service Delivery Approach	550 points
Cost Points		50 points
TOTAL POSSIBLE POINTS		1000 points

The Respondent submitting the lowest single per diem rate will receive 50 points. All other responses will receive cost points according to the following formula:

$$(N / X) \times 50 = Z$$

Where: N = lowest single per diem rate received by any response.
X = Respondent's proposed single per diem rate amount.
Z = points awarded.

The scoring of Responses establishes a reference point from which to make negotiation decisions. It in no way implies that a contract will be awarded. The Department reserves the right to short list respondents deemed to be in the competitive range to conduct negotiations prior to final determination of contract award. The Department reserves the right to enter into concurrent negotiations with more than one Respondent. When the Department enters into concurrent negotiations with more than one Respondent, the contract award is determined as a result of those negotiations.

The Department reserves the right to accept or reject any and all responses, or separable portions thereof, and to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the State's best interests. The Department may reject any response not submitted in the manner specified by the solicitation documents.

5.7 Posting of Notice of Agency Decision

The Department shall post a public notice of agency action when the Department has made a decision to award a contract, reject all responses, 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 seventy-two (72) hours (Saturdays, Sundays and State holidays shall be excluded in the computation of the seventy-two (72) hour time period). Posting will be made available on the Florida Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu.

5.8 Public Record

All responses become the property of the State of Florida and will be a matter of public record subject to the provisions of Chapter 119, Florida Statutes. Selection or rejection of the response will not affect this right. Should the Department reject all responses and issue a re-bid, information submitted in response to this solicitation will become a matter of public record as indicated in Section 119.071(1)(b)3, Florida Statutes.

5.9 Rules for Withdrawal

A submitted response may be withdrawn by submitting a written request for its withdrawal to the Department, signed by an authorized representative of the Respondent, within seventy-two (72) hours after the submission date indicated in the Timeline. Any submitted response shall remain a valid response for three hundred and sixty five (365) days after the submission date.

5.10 Rejection of Bids

The Department shall also reject any or all bids containing material deviations. In determining whether a bid contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 3.6.

5.11 Non-Mandatory Site Visits/Pre-Response Conferences

All interested vendors **may** attend non-mandatory site visits and pre-response conferences, as indicated in the Timeline, to become familiar with the facility/work site that may in any manner affect the work to be done.

The purpose of the site visits, and pre-response conferences (which will occur immediately after each site visit), is to discuss the contents of this ITN and to accept verbal questions and recommended changes. During the pre-response conference the Department will accept verbal questions and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response **ONLY** to those verbal questions subsequently submitted in writing in accordance with Section 5.1. This written response will be provided to all prospective Respondents via posting on the VBS as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

Attendance at these events is highly recommended. The Department has set a specific date and time for each site visit and pre-response conference according to the schedule below. The Department will not allow visits for individual vendors at any other time.

The time, date and location of the site visits are listed in the Timeline on page 4.

5.12 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 procurement, it will be posted on the Florida Vendor Bid System 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 procurement.**

5.13 Discussions

The vendor shall not initiate or execute any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Manager may be considered a duly authorized expression on behalf of the State. Additionally, only written communications from vendors are recognized as duly authorized expressions on behalf of the vendor. Any discussion by a bidder with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said bidder's response.

5.14 No Prior Involvement and Conflict of Interest

Section 287.057(17)(c), Florida Statutes, provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a bidder 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 bidder 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 bidder. 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 bidder shall have no interest and shall not acquire any interest that shall conflict in any manner or degree with the performance of the services required under this ITN.

5.15 State Licensing Requirements

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

5.16 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 system, unless exempted under subsection 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services as defined in Section 287.012 F.S. with any vendor not registered in the MyFloridaMarketplace system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace system shall do so within 5 days after posting of intent to award.

Registration may be completed at:

http://dms.myflorida.com/business_operations/state_purchasing/myflorida_marketplace/vendors. Those lacking internet access may request assistance from MyFlorida MarketPlace Customer Service at 866-352-3776 or from State Purchasing, 4050 Esplanade Way, Suite 300, Tallahassee, FL 32399.

5.17 Certificate of Authority

All corporations, limited liability companies, corporations not for profit, and partnerships seeking to do business with the State must be registered with the Florida Department of State in accordance with the provisions of Chapter 607, 608, 617, and 620, Florida Statutes, respectively.

5.18 Unauthorized Employment of Alien Workers

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

5.19 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under chapter 119, Florida Statutes and Article I, Section 24 of the Florida Constitution, very seriously. If the bidder considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution or other authority, the bidder 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 bidder on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Bidder submits its response to the solicitation and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The bidder 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 Bidder shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Bidder's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Bidder fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Bidder 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.

5.20 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. Successful Respondents meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

5.21 Scrutinized Companies

In accordance with Section 287.135, Florida Statutes, agencies are prohibited from contracting with companies, for goods or services over \$1,000,000, that are on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List which have been combined to one [PFIA List of Prohibited Companies](#) which is updated quarterly. This list is created pursuant to section 215.473, Florida Statutes which provides that false certification may subject company to civil penalties, attorney's fees, and/or costs.

SECTION 6.0 CONTRACT TERMS AND CONDITIONS

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

6.1 Contract Document

When a Contract is established between the Department and the Contractor(s) for specific services, this ITN, the Respondent's response and all terms negotiated shall be incorporated into and thereby become a part of that Contract. If there is a conflict in language, the Department's Contract will govern.

6.2 Termination

6.2.1 Termination at Will

The Contract resulting from this ITN may be terminated by the Department upon no less than ninety (90) calendar days' notice and by the Contractor(s) upon no less than one hundred twenty (120) days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

6.2.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this ITN become unavailable, the Department may terminate the Contract upon no less than twenty-four (24) hours notice in writing to the Contractor(s). 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 shall be the final authority as to the availability of funds.

6.2.3 Termination for Cause

If a breach of the Contract resulting from this ITN occurs by the Contractor(s), the Department may, by written notice to the Contractor(s), terminate the Contract resulting from this ITN upon twenty-four (24) hours notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery,

or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Chapter 60A-1, Florida Administrative Code. The provisions herein do not limit the Department's right to remedies at law or to damages.

6.2.4 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 ITN.

6.2.5 Effect of Termination

At the end of the term of the contract resulting from this ITN, the Contractor(s) shall be provided thirty (30) days to remove its furnishings, fixtures and equipment, all at the Contractor's expense.

6.3 Payments and Invoices

6.3.1 Payment by the Department

The Contract resulting from this ITN will be a combination fixed price (per diem) and Cost Reimbursement (Contract Monitor position) Contract. The Department will pay the Contractor(s) on a monthly basis at the final per diem rate negotiated multiplied by the occupied bed amount for each day of services in the month for which the invoice is submitted. The daily occupied bed will be based on a midnight count each day.

The Department will make every effort to maintain 100% occupancy of the available beds. However, if bed occupancy falls below 80%, the Contractor(s) shall agree to request payment for no more than 80% of the contracted available beds until the occupancy percentage is returned to 80% or higher. Once the occupancy rate rises to 80% or higher, the Contractor(s) shall be paid for the actual percentage of occupied beds up to the maximum available.

6.3.2 Reimbursement to the Department for the Contract Monitor Position

Each Re-Entry Contractor, (Gadsden, which is already in existence, Everglades and Baker) shall be required monthly to reimburse the Department for their portion of contract monitoring activities in the amount of \$2,180.16 which includes expenses for salary, benefits, supplies and travel. At the Department's sole discretion, the salary and expenses of the Contract Monitor position may be adjusted annually.

6.3.4 Invoice Submission and Supporting Documentation

The Contractor(s) agrees to request compensation on a monthly basis through submission to the Department of properly completed invoices no later than the 15th business day of the month following the month during which services were provided, and shall satisfy contract requirements for reporting services rendered submit documents in compliance with performance measures and as outlined in Section 4.9, Reporting Requirements. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices shall be submitted to the Department no later than

6.3.6 Vendor Substitute W-9

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

6.3.7 Contractor's Expenses

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

6.4 Contract Modifications

Modifications to the provisions of the Contract resulting from this ITN, with the exception of Section 7.7 Contract Management, shall be valid only through execution of a formal Contract amendment, signed by both parties unless otherwise authorized by this ITN.

6.4.1 Department Required Scope Changes

During the term of the Contract, the Department may unilaterally require, by written notice, changes altering, adding to, or deducting from the Contract specifications, provided that such changes are within the general scope of the Contract. The Department may make an equitable adjustment, (i.e. increase or decrease in rate, reimbursement for costs, etc.) if the change affects the cost or service delivery. The Contractor(s) will be required to expeditiously execute an amendment to effect such changes, which execution shall not be unreasonably withheld. The Department shall endeavor to provide written notice to the Contractor(s) thirty (30) days in advance of any Department-required changes to the technical specifications and/or scope of service that affect the Contractor's ability to provide the services as specified herein.

6.4.2 Other Requested Changes

In addition to changes pursuant to Section 7.5.1, state or federal laws, rules and regulations or Department, rules and regulations may change. Such changes may impact Contractor's service delivery in terms of materially increasing or decreasing the Contractor's cost of providing services. There is no way to anticipate what those changes will be nor is there any way to anticipate the costs associated with such changes.

Either party shall have ninety (90) days from the date such change is implemented to request an increase or decrease in compensation or the applicant party will be considered to have waived this right. Full, written justification with documentation sufficient for audit will be required to authorize an increase in compensation. It is specifically agreed that any changes to payment will be effective the date the changed scope of services is approved, in writing, and implemented.

If the parties are unable to negotiate an agreed-upon increase or decrease in rate or reimbursement, the Director of Division of Budget and Financial Management shall determine, based upon the changes made to the scope of services, what the resultant change in compensation should be.

6.5 Contract Management

6.5.1 The Contract Manager for the Department of Corrections will be responsible for management of the Contract resulting from this ITN.

The Contract Manager will perform the following functions:

- a. Serve as the liaison between the Department and the Contractor(s);
- b. Evaluate the Contractor's performance;
- c. Direct the Contract Administrator to process all amendments, renewals and terminations of the Contract resulting from this ITN;
- d. Evaluate Contractor's performance upon completion of the overall Contract. This evaluation will be placed on file and will be considered if the Contract is subsequently used as a reference in future procurements.

The Contract Manager may delegate the following functions to the designees:

- a. Verify receipt of deliverables from the Contractor(s);
- b. Monitor the Contractor's performance; and
- c. Review, verify, and approve invoices from the Contractor(s).

6.5.2 Department's Contract Administrator

The Department's Contract Administrator for the Contract will be responsible for the following functions:

- a. Maintain the official Contract file;
- b. Process all Contract amendments, renewals, and termination of the Contract; and
- c. Maintain the official records of all correspondence between the Department and the Contractor(s).

6.5.3 Contract Management Changes

After execution of the Contract resulting from this ITN, any changes in the information contained in Section 7.7., Contract Management, of that Contract, will be provided to the other party in writing and a copy of the written notification shall be maintained in the official Contract record.

6.5.4 Communications

6.5.4.1 Contract communications shall be in three forms: routine, informal and formal. For the purposes of the resulting contract, the following definitions shall apply:

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

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

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

6.5.4.2 The Contractor(s) shall respond to Informal and Formal communications in the same format or medium as the originating communication. All written communications (fax, e-mail, letter) shall include signature and, where appropriate, a follow-up hard copy by mail. The only personnel authorized to use formal contract communications are the Department Contract Manager, Contract Administrator, and Contractor's President (or equivalent title) or their designee. Designees or other persons authorized to utilize formal contract communications must be agreed upon by both parties and identified in writing within ten (10) days of execution of the Contract. Notification of any subsequent changes must be provided in writing prior to issuance of any formal communication from the changed designee or authorized representative.

6.5.4.3 If there is an urgent administrative problem, the Department shall make contact with the Contractor(s) and the Contractor(s) shall orally respond to the Contract Manager within two (2) hours. If a non-urgent administrative problem occurs, the Department will make contact with the Contractor(s) and the Contractor(s) shall orally respond to the Contract Manager within forty-eight (48) hours. The Contractor(s) shall respond to inquiries from the Department by providing all information or records that the Department deems necessary to respond to inquiries, complaints or grievances from or about inmates within three (3) working days of receipt of the request.

6.5.5 Confidentiality

The Contractor(s) 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 Contractor(s) shall 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.

6.6 Vendor Ombudsman

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

6.7 Records

6.7.1 Public Records Law

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

In addition, the Contractor(s) shall comply with the State of Florida's public records laws, and shall specifically:

1. Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service.
2. Provide the public with access to public records on the same terms and conditions that the public agency would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law.
3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law.
4. Meet all requirements for retaining public records and transfer, at no cost, to the public agency all public records in possession of the Contractor(s) upon termination of the contract and destroy and duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the public agency in a format that is compatible with the information technology systems of the Department.

6.7.2 Audit Records

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

The Contractor(s) agrees to include all record-keeping requirements in all subcontracts and assignments related to the Contract resulting from this ITN.

6.7.3 Retention of Records

The Contractor(s) agrees to retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this ITN for a period of seven (7) fiscal years following the termination of the Contract. The Contractor(s) shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this ITN. Copies of all records and documents shall be made available for the Department upon request. All invoices and documentation must be clear and legible for audit purposes. All documents must be retained by the Contractor(s) at the address listed in the ITN for the duration of the Contract. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Contractor(s) at the Contractor's primary place of business for a period of seven (7) fiscal 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) fiscal years, the records shall be retained until resolution of the audit findings. The Contractor(s) shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period, and make the data available in a Department approved format. The Contractor(s) shall advise the Department of the location of all records pertaining to the Contracts resulting from this ITN and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

6.8 State Objectives

Within thirty (30) calendar days following award of the Contract, the Contractor(s) shall submit plans addressing each of the State's two (2) objectives listed below, to the extent applicable to the items/services covered by this solicitation.

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

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

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

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

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

Diversity in Contracting documentation should identify any participation by diverse Contractors and suppliers as prime Contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending

with certified and other minority/veteran business enterprises. Such reports must be submitted at least monthly and include the period covered, the name, minority code and Federal Employer Identification Number of each minority/service-disabled or wartime veteran vendor utilized during the period, commodities and services provided by the minority/veteran business enterprise, and the amount paid to each minority/veteran vendor on behalf of each purchasing agency ordering under the terms of the Contracts resulting from this ITN.

6.8.2 Environmental Considerations: The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Contractor(s) shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 287.045, Florida Statutes. The Contractor(s) shall also provide a plan for reducing and/or handling of any hazardous waste generated by Contractor's company. Reference Rule 62-730.160, Florida Administrative Code. It is a requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Contractor's explanation of its company's hazardous waste plan and shall explain in detail its handling and disposal of this waste.

6.9 Sponsorship

If the Contractor(s) is a non-governmental organization which sponsors a program financed partially by State funds, including any funds obtained through the Contract resulting from this ITN, it shall, in publicizing, advertising, or describing the sponsorship of the program, state: "Sponsored by *Contractor's name* and the State of Florida, Department of Corrections." If the sponsorship reference is in written material, the words "State of Florida, Department of Corrections" shall appear in the same size letters or type as the name of the organization.

6.10 Employment of Department Personnel

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

6.11 Non-Discrimination

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

6.12 Americans with Disabilities Act

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

6.13 Copyrights, Right to Data, Patents and Royalties

Where activities supported by the Contract resulting from this ITN produce original writing, sound recordings, pictorial reproductions, drawings or other graphic representation and works of any similar nature, the Department has the right to use, duplicate and disclose such materials in whole or in part, in any manner, for any purpose whatsoever and to have others acting on behalf of the Department to do so. If the materials so developed are subject to copyright, trademark, or patent, legal title and every right, interest, claim or demand of any kind in and to any patent, trademark or copyright, or application for the same, will vest in the State of Florida, Department of State, for the exclusive use and benefit of the state. Pursuant to Section 286.021, Florida Statutes, no person, firm or corporation,

including parties to the Contract resulting from this ITN, shall be entitled to use the copyright, patent, or trademark without the prior written consent of the Department of State.

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

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

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

6.14 Disputes

Any administrative dispute that cannot be resolved informally shall be reduced to writing and delivered to the Contract Manager's Director. The Director shall decide the dispute, reduce the decision to writing, and deliver a copy to the Contractor(s), the Contract Manager, and the Contract Administrator.

6.15 Subcontracts

The Contractor(s) is fully responsible for all work performed under the Contracts resulting from this ITN. The Contractor(s) may, upon receiving prior written consent from the Department's Contract Manager, enter into written subcontract(s) for performance of certain of its functions under the Contracts resulting from this ITN. No subcontract, which the Contractor(s) enters into with respect to performance of any of its functions under the Contracts resulting from this ITN, shall in any way relieve the Contractor(s) of any responsibility for the performance of its duties. All payments to subcontractors shall be made by the Contractor(s).

If a subcontractor is utilized by the Contractor(s), the Contractor(s) shall pay the subcontractor in accordance with Section 287.0585, Florida Statutes. 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 Contractor(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contracts resulting from this ITN. Failure by the Contractor(s) to pay the subcontractor within seven (7) working days will result in a penalty to be paid by the Contractor(s) to the subcontractor in the amount of one-half (½) of one percent (1%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed fifteen percent (15%) of the outstanding balance due.

6.16 Assignment

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

6.17 Force Majeure

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

6.18 Substitution of Key Personnel

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

6.19 Severability

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

6.20 Use of Funds for Lobbying Prohibited

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

6.21 Governing Law and Venue

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

6.22 No Third Party Beneficiaries

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

6.23 Reservation of Rights

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

6.24 Contractor's Insurance

The Contractor(s) shall obtain insurance to cover those liabilities which are necessary to provide reasonable financial protection for the Contractor(s) and the Department under the Contract resulting from this ITN. This shall include, but is not limited to, workers' compensation, general liability, and property damage coverage. The Department must be an additional named insured on the Contractor's insurance related to the Contract. Upon the execution of the Contract resulting from this ITN, the Contractor(s) shall furnish the Contract Manager with written verification of such insurance coverage. Such coverage may be provided by a self-insurance program established and operating under the laws of the State of Florida. The Department reserves the right to require additional insurance where appropriate.

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

6.25 Prison Rape Elimination Act

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

6.26 Health Insurance Portability and Accountability Act

The Contractor(s) shall comply with the Health Insurance Portability and Accountability Act of 1996 (42 U. S. C. 1320d-8), and all applicable regulations promulgated there under. Such compliance shall be required by the execution of Attachment 5, Business Associate Agreement for HIPAA, which is incorporated herein as if fully stated.

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

6.27 Indemnification

The Contractor(s) shall be liable, and agrees to be liable for, and shall indemnify, defend, and hold the Department, its employees, agents, officers, heirs, and assignees harmless from any and all claims, suits, judgments, or damages including court costs and attorney's fees arising out of intentional acts, negligence, or omissions by the Contractor(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.

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ATTACHMENT 1 – CERTIFICATION/ATTESTATION PAGE
DC ITN-13-038

1. Authority to Legally Bind the Respondent:

This is to certify that the person signing the Florida Department of Corrections ITN Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Respondent's firm responsible for the prices and total amount of this Response and the preparation of the Response.

2. Business/Corporate Experience: This is to certify that the Respondent has a minimum of three (3) years off of business and/or corporate experience within the last five (5) years relevant to the provision of comprehensive re-entry services to the criminal justice population within the last five years.

3. Certification of Minimum Service Requirements: This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, **STATEMENT OF SERVICES SOUGHT**, of this ITN. Furthermore, this is to certify that the response submission contains no deviations from the requirements of the ITN.

4. Acceptance of Terms and Conditions

This is to certify that the Respondent will comply with all terms and conditions contained within the ITN, or the final negotiated terms and conditions.

5. Statement of No Involvement

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

6. Non-Discrimination Statement

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

7. Unauthorized Alien Statement

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

8. Statement of No Inducement:

This is to certify that no attempt has been made or will be made by the Respondent to induce any other person or firm to submit or not to submit a Response with regard to this ITN. Furthermore this is to certify that the Response 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 Response.

9. Statement of Non-Disclosure:

This is to certify that neither the price(s) contained in this Response, nor the approximate amount of this Response have been disclosed prior to negotiation or award, directly or indirectly, to any other respondent or to any competitor.

10. Statement of Non-Collusion:

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

11. Statement of No Investigation/Conviction:

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

12. Scrutinized Companies Lists:

If value of this solicitation is greater than or equal to \$1 Million, then the Proposer certifies 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.

Dated this _____ day of _____ 2014.

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 _____ 2014.

Personally Known ____ OR Produced Identification ____ Type of Identification Produced _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT 2 –BUSINESS/CORPORATE REFERENCE FORM
DC ITN-13-038**

Respondents are required to submit with the Response contact information for three (3) entities it has provided with services similar to those requested in this solicitation. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

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: _____

Name of Respondent

Signature of Authorized Representative

Date

**ATTACHMENT 3 – BUSINESS/CORPORATE REFERENCE COMPLETION FORM
DC ITN-13-038**

The Department will contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will complete this form by contacting the references provided by the Respondent in Attachment 2.

Note: This form is for the Department’s use.

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE E-MAIL ADDRESS: _____

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

2. A. If a Customer, please specifically describe the primary type of comprehensive re-entry services (program services), or similar services, this entity provides to you.

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

C. What was the estimated population of clients served?

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

4. Can you identify the number of years that this entity has provided comprehensive re-entry services (program services) or other similar services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete services, or was any portion of the services subcontracted out (other than the actual providers)?

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

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

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

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

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

VERIFIED BY:

Name of Procurement Manager

Title

Signature

Date

**ATTACHMENT 4 - CONTACT FOR CONTRACT ADMINISTRATION/CONTRACTOR REPRESENTATIVE
DC ITN-13-038**

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

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

FAX NUMBER: _____

E-MAIL ADDRESS: _____

**ATTACHMENT 5 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
DC ITN-13-038**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

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

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

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

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

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

Such report shall notify the Department of:

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

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

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

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

3. **Obligations of Department**

- A. The Department will make available to the Business Associate the notice of privacy practices (applicable to inmates under supervision, not to inmates) that the Department produces in accordance with 45 CFR 164.520, as well as any material changes to such notice.

- B. The Department shall provide Business Associate with any changes in, or revocation of, permission by an Individual to use or disclose Protected Health Information, if such changes affect Business Associate's permitted or required uses and disclosures.
- C. The Department shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that impacts the business associate's use or disclosure and that the Department has agreed to in accordance with 45 CFR 164.522 and the HITECH Act.

4. **Termination**

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

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

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

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

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

**ATTACHMENT 6 – FLORIDA SINGLE AUDIT ACT
DC ITN-13-038**

**FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements**

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

awarded through the Department of Corrections by this Contract. In determining the State financial assistance expended in its fiscal year, the Contractor shall consider all sources of State financial assistance, including State financial assistance received from the Department of Corrections, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

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

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

Internal Audit		Contract Manager		Contract Administrator
Office of the Inspector General		(name)		Bureau of Contract Management & Monitoring
Florida Dept. of Corrections		(office title)		Florida Dept. of Corrections
501 South DepartmentDepartmentDepartment alhoun St.		(address)		501 South Calhoun St.
Tallahassee, FL 32399-2500				Tallahassee, FL 32399-2500

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

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

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

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

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

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

A. The Department of Corrections at the following addresses:

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

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

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

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

RECORD RETENTION

The Contractor shall retain sufficient records demonstrating its compliance with the terms of this Contract for a period of 7 years from the date the audit report is issued, and shall allow the Department of Corrections, or its designee, CFO, or Auditor General access to such records upon request. The Contractor shall ensure that audit working papers are made available to the Department of Corrections, or its designee, CFO, or Auditor General upon request for a period of 7 **years** from the date the audit report is issued, unless extended in writing by the Department of Corrections.

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EXHIBIT – 1

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

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

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

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

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

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

ATTACHMENT 7 – MANDATORY REVIEW AND EVALUATION CRITERIA
DC RFP-13-038

(RESPONDENT’S SHOULD COMPLETE COLUMN 2)

ITN SECTION REFERENCE	RESPONDENT’S PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Respondent to complete	MANDATORY SUBMISSION REQUIREMENTS	SUBMITTED (Check one) Note: These columns are for the Department to complete.	
			YES	NO
4.22.2 Attachment 1		1. Certification Attestation Page		
4.22.2 Attachment 5		2. Cost Information Sheet		
ITN SECTION REFERENCE	RESPONDENT’S PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Respondent to complete	ATTACHMENT SUBMISSIONS	SUBMITTED (Check one) Note: These columns are for the Department to complete.	
			YES	NO
4.22.3.3, Attachment 2		1. Business Corporate Reference Form		
Attachment 4		2. Contact for Contract Administration/Contractor Representative Form		
ITN SECTION REFERENCE	RESPONDENT’S PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Respondent to complete	EVALUATION CRITERIA STATEMENT OF QUALIFICATIONS (100 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department to complete.
4.22.3.1 (a,b) 4.22.4.3 (a,b,c)		1. To what extent do the Respondent’s corporate qualifications (corporate purpose, business plan and organization structure) demonstrate stability and experience that will benefit performance under a contract resulting from this ITN? Some Considers: <ul style="list-style-type: none"> • Length of business/corporate experience in the provision of similar services • Respondents primary type of business and primary population served • Respondent’s national accreditation by professional associations. • Other qualifications you deem appropriate. (Omitted – 0;Poor – 6.25;Adequate – 12.5;Good – 18.75;Exceptional – 25)	25	

Indicate Re-Entry Center: _____ Respondent’s Name: _____ Evaluator’s Signature: _____

<p>4.22.3.1 (a,c,d,i,j,k)</p> <p>4.22.3.2 (a,c)</p>		<p>2. To what extent does the Respondent and Subcontractors (if utilized) demonstrate administrative and program delivery experience providing similar services to inmates in a criminal justice setting as described in this ITN, including any current and/or past contracts?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Length of business/corporate experience for respondent and subcontractors in the provision of similar services. • Respondent and Subcontractors (if utilized) experience providing program services to a population with similar characteristics. • Number of contracts for similar services. • Number of contracts terminated • Experience of the loss of funds (i.e. liquidated damages, loss of performance bonds) • Quality of services provided in contract • Other experience you deem appropriate <p>(Omitted – 0; Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)</p>	<p>25</p>	
<p>4.22.3.1(e)</p>		<p>3. If applicable, how thorough and detailed is the Respondent and Subcontractors' (if utilized) provision of documentation and information concerning any settlement agreements, fines, consent orders or convictions relating to a business practice, civil or criminal actions; have been subject of any complaint, action, investigation or suit involving any type of dealings contrary to Federal, State or other regulatory agencies?</p> <p>Note: If not applicable, is a statement provided to that effect? If so, highest number of points should be given for this question.</p> <p>(Omitted – 0; Poor – 2.5; Adequate –5; Good – 7.5; Exceptional – 10)</p>	<p>10</p>	
<p>4.22.3.1 (g)</p>		<p>4. How detailed is the Respondent's description of whether they intend to provide 100% of the services directly or to utilize subcontractors, and has the identification of all subcontractors been identified and the statement indicating the percentage of work to be completed by the Respondent and each subcontractor as measured by the percentage of the total contract?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • The percentage and type of work to be provided by a subcontractor. • Other issues you deem appropriate. <p>Note: If the Respondent is providing 100% of the services, the highest number of points should be given for this question.</p> <p>(Omitted – 0; Poor – 1.25; Adequate –2.5; Good – 3.75; Exceptional – 5)</p>	<p>5</p>	

4.22.3.1(f)		5. How extensive is the experience detailed in the Respondent's summary of exemplary or qualitative findings, recommendations, or other validations demonstrating operational experience, including grant awards, commendations or community recognition? (Omitted – 0; Poor – 1.25; Adequate –2.5; Good – 3.75; Exceptional – 5)	5	
4.22.3.1 (h)		6. How substantial is the Respondents utilization of community networks, partnerships or resources and how effective will these be in meeting the needs of the referred population? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
4.22.3.1(k) 4.22.3.2		7. How substantial is the Respondent's experience in the provision of comprehensive re-entry services to the criminal justice population? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
ITN SECTION REFERENCE	RESPONDENT'S PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Respondent to complete	EVALUATION CRITERIA PROJECT STAFF (300 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department to complete.
4.22.4.1 (a,b)		1. To what extent do the biography/curriculum vitae and references for the Chief Executive Officer and the Administrative Project Manager (or equivalents) demonstrate the qualifications, abilities, required tasks and experience necessary to effectively oversee the administration of a contract resulting from this ITN? (Omitted – 0; Poor – 2.5; Adequate –5; Good – 7.5; Exceptional – 10)	10	
4.22.4.1(c) 4.14.1.1		2. To what extent do the biography/curriculum vitae and references for the Re-Entry Program Director (or equivalent) demonstrate the qualifications, abilities, required tasks and experience necessary to effectively oversee the program and ensure adequate qualified staff to deliver the program services of a contract resulting from this ITN? (Omitted – 0; Poor – 2.5; Adequate –5; Good – 7.5; Exceptional – 10)	10	

Indicate Re-Entry Center: _____ Respondent's Name: _____ Evaluator's Signature: _____

<p>4.22.4.2 (a,b.) 4.14.1</p>		<p>3. To what extent does the Respondent's staffing level plan demonstrate the capacity to carry out the proposed program activities with the appropriate number of and competitively compensated staff while providing adequate supervision of staff, the adequate number of staff to inmate ratio for all programming required in the service provision of this ITN?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Salary and Benefit Levels • Staff ratios to inmate populations for specific services • Staffing levels compared to proposed program activities • Other information you deem appropriate <p>(Omitted – 0;Poor – 15;Adequate – 30;Good – 45;Exceptional – 60)</p>	<p>60</p>	
<p>4.22.4.2(c,d) 4.14</p>		<p>4. To what extent does the Respondent's Monthly Staffing Schedule and Staffing Level Back up plan demonstrate an adequate type and number of positions on duty at every given day/hour, Monday through Sunday, 7am to 9 pm?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Day, Evening and Weekend Coverage • Method to address coverage for staff absences • Other information you deem appropriate <p>(Omitted – 0;Poor – 15;Adequate – 30;Good – 45;Exceptional – 60)</p>	<p>60</p>	
<p>4.22.4.2(e) 4.14</p>		<p>5. How comprehensive is the Respondent's Monthly Program Schedule and does it correlate with the specific program activities being proposed through the ITN.</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Coverage of services required by ITN • Correlation between Monthly Program Schedule, Monthly Staffing Schedule and Staffing Level Plan • Other information you deem appropriate <p>(Omitted – 0;Poor – 15;Adequate – 30;Good – 45;Exceptional – 60)</p>	<p>60</p>	
<p>4.22.4.2 (f,g) 4.14.3.1 4.14.3.2 4.14.3.3</p>		<p>6. To what extent does the Respondent demonstrate staff retention, incentives, benefits and the ability to recruit, hire and train staff for this project?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Recruiting and hiring process • Type of training provided • Staff retention record • Other information you deem appropriate <p>(Omitted – 0; Poor – 12.5;Adequate –25;Good – 37.5; Exceptional – 50)</p>	<p>50</p>	

4.22.4.3		<p>7. How adequately do the Respondent's position descriptions (including salary range, minimum qualifications, educational requirements/certifications and work experience) reflect their commitment to the use of qualified staff for all positions that would provide services under any resulting contract under this ITN?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Commitment to use qualified staff • Salary ranges for positions • Matching of minimum requirements for positions described in ITN. • Other information you deem appropriate <p>(Omitted – 0; Poor – 12.5; Adequate –25; Good – 37.5; Exceptional – 50)</p>	50	
ITN SECTION REFERENCE	RESPONDENT'S PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Respondent to complete.	EVALUATION CRITERIA TECHNICAL RESPONSE AND SERVICE DELIVERY APPROACH (550 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department to complete.
4.22.5 4.7		<p>1. How comprehensive and attainable in the Respondent's narrative response identifying how they will meet the Contract Technical Responsibilities outlined in Section 4.7, and how clear and understandable is it for individuals on a programmatic and management level?</p> <p>(Omitted – 0; Poor – 5.0 ; Adequate – 10; Good – 15; Exceptional – 20)</p>	20	
4.22.5.2 4.8.2		<p>2. How comprehensive, attainable and evidenced-based does the Respondent describe how they will provide and administer academic programming?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • English Secondary Language • Low Literacy, including Mandatory Literacy Program • Adult Basic Education • Pre-GED Level • GED classes and testing requirements • Teaching strategies • Instructional Materials • Intensity and Duration • Ability to met DOE standards • Ability to report test-outcomes • Plans to administer computer based GED in a certified lab • Numbers to be served • Other essentials you deem appropriate for quality academic programming <p>(Omitted – 0; Poor – 12.5; Adequate –25; Good – 37.5; Exceptional – 50)</p>	50	

Indicate Re-Entry Center: _____ Respondent's Name: _____ Evaluator's Signature: _____

<p>4.22.5.2 4.8.3</p>		<p>3. How comprehensive, attainable and evidenced-based does the Respondent describe how they will provide vocational programs?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Use of research-based and effective educational practices • Variety of instructional materials and ability to address different learning styles. • General employability skills, technical skills and occupation specific skills • DOE Curriculum Frameworks • Alignment with any applicable industry certification • Alignment with local geographical labor markets • Ability to test and issue certificates • Numbers served • Other essentials you deem appropriate for quality vocational programming <p>(Omitted – 0; Poor – 12.5; Adequate –25; Good – 37.5; Exceptional – 50)</p>	<p>50</p>	
<p>4.22.5.2 4.8.4</p>		<p>4. How comprehensive, attainable and evidenced-based does the Respondent describe how it will provide transitional programs?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Requirements for Thinking for a Change, Family Unification/Parenting, Victim Awareness and 100 hour Transition Program. • Other types of Transitional Programming proposed • Numbers Served • Other essentials you deem appropriate for quality transitional programming. <p>(Omitted – 0; Poor – 12.5; Adequate –25; Good – 37.5; Exceptional – 50)</p>	<p>50</p>	
<p>4.22.5.2 4.8.5</p>		<p>5. How comprehensive, attainable and evidenced-based does the Respondent describe how it will provide religious programs?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Plans to provide primary worship services • Plan to administer volunteer recruitment for all faiths • Plan to provide materials to faiths represented at facility • Maintenance of religious materials • Consider Monthly religious calendar activities • Ability to comply with Religious Diet Food Program documentation and interview requirements • Numbers Served • Innovative religious programming • Plan to ensure data collection and entry • Opportunities and use of Spiritual Advisors • Other essentials you deem appropriate for quality Religious programming. <p>(Omitted – 0; Poor – 7.5; Adequate –15; Good – 22.5; Exceptional – 30)</p>	<p>30</p>	

<p>4.22.5.2 4.8.6</p>		<p>6. How comprehensive, attainable and evidenced-based does the Respondent describe how it will provide wellness programs? (DC Policy 602.051, Wellness Education Program for Inmates)</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Structured and Unstructured indoor/outdoor activities and sports • Wellness education programs • Provision of equipment for inmate use. • Fitness assessments • Number Served • Other essentials you deem appropriate for quality Wellness programming <p>(Omitted – 0;Poor – 6.25;Adequate – 12.5;Good – 18.75;Exceptional – 25)</p>	<p>25</p>	
<p>4.22.5.2 4.8.7 4.14.2</p>		<p>7. How comprehensive, attainable and evidenced-based does the Respondent describe and administer Substance Abuse Program Services and interventions to motivate and assist inmates in their personal recovery?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Evidenced-based substance abuse services to 100% of the population. • Levels of care to be provided • Ability to comply with licensure requirements • Clinical Supervision • Numbers served • Group sizes • Staff to inmate ratios • Other essentials you deem appropriate for quality Substance Abuse programming <p>(Omitted – 0; Poor – 12.5;Adequate –25;Good – 37.5; Exceptional – 50)</p>	<p>50</p>	
<p>4.22.5 4.8.8</p>		<p>8. How comprehensive, attainable and evidenced-based does the Respondent describe how it will provide library services?</p> <p>Some Considers:</p> <ul style="list-style-type: none"> • Compliance with DC Policy 501.310 – General Library Programs • Compliance with DC Policy 501.401 - Admissible Reading Material for Institutions. • Number served • Other essentials you deem appropriate for quality Library Services programming <p>(Omitted – 0;Poor – 6.25;Adequate – 12.5;Good – 18.75;Exceptional – 25)</p>	<p>25</p>	
<p>4.22.5.3 4.8.9 4.3</p>		<p>9. How clearly and comprehensively does the Respondent explain how the ten (10) re-entry concepts and MDST will be incorporated into their program services and operations as outlined in Section 4.8.9 and is it attainable?</p> <p>(Omitted – 0; Poor – 12.5;Adequate –25;Good – 37.5; Exceptional – 50)</p>	<p>50</p>	

4.22.5.4 4.8.10 4.8.9		10. How clearly and comprehensively does the Respondent describe the development of an Individualized Transition Plan (ITP), including the use of Multidisciplinary Staffing Team approach and how it will meet successful re-entry needs? (Omitted – 0; Poor – 7.5; Adequate –15; Good – 22.5; Exceptional – 30)	30	
4.22.5.5 4.9		11. How adequately does the Respondent’s narrative indicate an understanding and effective approach to meeting all reporting requirements and are all requirements addressed? (Omitted – 0; Poor – 7.5; Adequate –15; Good – 22.5; Exceptional – 30)	30	
4.22.5.5 4.11		12. How thorough is the Respondent’s narrative describing their Quality Assurance Program and the elements within the program? (Omitted – 0; Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
4.22.5 4.12		13. Are the Respondent’s value-added services useful and beneficial to the Department and the successful re-entry of the inmate population? (Omitted – 0; Poor – 1.25; Adequate –2.5; Good – 3.75; Exceptional – 5)	5	
4.22.5.6 4.17.1 4.8.1.6		14. How realistic is the Respondent’s plan to meet the Performance Measure related to the seventy (70%) program enrollment requirement. (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.17.1.3 4.17.1.4		15. How realistic is the Respondent’s plan to meet the Performance Measures related to Academic Programming? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.15.1.5		16. How realistic is the Respondent’s plan to meet the Performance Measure related to Vocational Programming? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.17.1.2 4.17.1.10		17. How realistic is the Respondent’s plan to meet the Performance Measures related to Substance Abuse Programming and required licensure? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.17.1.6 4.17.1.7 4.17.1.8 4.17.1.9		18. How realistic is the Respondent’s plan to meet the Performance Measures related to Release Preparation/Transition Programs? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.17.1.11 4.17.1.12		19. How realistic is the Respondent’s plan to meet the Performance Measures related to Religious Programs? (Omitted – 0; Poor – 3.75; Adequate –7.5; Good – 11.25; Exceptional – 15)	15	

Indicate Re-Entry Center: _____ Respondent’s Name: _____ Evaluator’s Signature: _____

4.22.5.6 4.17.1.13		20. How realistic is the Respondent's plan to meet the Performance Measure related to Staffing? (Omitted – 0; Poor – 3.75; Adequate – 7.5; Good – 11.25; Exceptional – 15)	15	
4.22.5.6 4.18		21. How comprehensive is the Respondent's understanding of the assessment of liquidated damages? (Omitted – 0; Poor – 1.25; Adequate – 2.5; Good – 3.75; Exceptional – 5)	5	

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**ATTACHMENT 8 - COST INFORMATION SHEETS
DC ITN-13-038**

NOTE: YOU ARE NOT REQUIRED TO SUBMIT A RESPONSE FOR BOTH LOCATIONS. HOWEVER, IF RESPONDING TO MORE THAN ONE SITE, A SEPARATE RESPONSE SHALL BE SUBMITTED FOR EACH SITE. INDICATE ON EACH RESPONSE WHICH SITE THE RESPONSE PERTAINS TO, EVERGLADES RE-ENTRY CENTER OR BAKER RE-ENTRY CENTER.

RESPONDENTS SHALL SUBMIT A SINGLE PER DIEM RATE (UNIT COST) FOR EACH BED, MULTIPLY THE SINGLE PER DIEM RATE (UNIT COST) BY THE NUMBER OF BEDS (432) TO DETERMINE THE DAILY AMOUNT, AND THEN MULTIPLY THE DAILY AMOUNT BY 365 DAYS TO DETERMINE THE ANNUAL AMOUNT.

THE PROPOSED PER DIEM RATE PER BED (UNIT COST) SHALL PREVAIL IF AN ERROR IN THE CALCULATION OF THE DAILY AMOUNT AND/OR THE ANNUAL AMOUNT OCCURS.

TABLE 1

PER DIEM RATE PER BED (UNIT COST)		NUMBER OF BEDS		DAILY AMOUNT		DAYS PER YEAR		ANNUAL AMOUNT
\$ _____	X	432	=	\$ _____	X	365	=	\$ _____

NOTE:

Per Diem cost is inclusive of all services as outlined in this ITN.

The proposed per diem rate (unit cost), per bed, shall be for the fixed number of allocated beds (432 beds).

NAME OF RE-ENTRY CENTER SITE
(EVERGLADES RE-ENTRY CENTER OR BAKER RE-ENTRY CENTER)

NAME OF RESPONDENT'S ORGANIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

TABLE 2 Staffing Level Plan

ATTACHMENT 8, COST INFORMATION SHEET, CONT'D

Re-Entry Center Per Diem Cost Worksheet				
Program Director				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Chaplaincy Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Education Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Library Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Substance Abuse Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Transition Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Other Positions				
Position Class/Title	Salary & Benefits	Administrative Costs	Other (Expns/OCO/Indrct)	Total
Total:				
Contract Population:	432	365		
DAILY PER DIEM RATE _____				
Per-Diem* (Per Program slot)	Slots	Days/Yr.	Per-Diem	
Education				
Behavioral/Transition/Chaplaincy				
Substance Abuse				

*This should reflect a slot per diem. The contract will contain one daily per diem rate which is the rate of reimbursement per occupied bed regardless of which program(s) the inmate is receiving.