



FLORIDA DEPARTMENT OF CORRECTIONS

# Bureau of Procurement

**REQUEST FOR PROPOSALS (RFP)**

**FOR**

**ON-SITE PRISON RAPE ELIMINATION ACT (PREA)  
FORENSIC MEDICAL EXAMINATIONS**

**FDC RFP-19-010**

**RELEASED ON  
January 22, 2019**

**By the:  
Florida Department of Corrections  
Bureau of Procurement  
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Tallahassee, FL 32399-2500  
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**TIMELINE**  
**FDC RFP-19-010**

EVENT	DUE DATE	LOCATION
Release of RFP	January 22, 2019	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Pre-Proposal Conference (non-mandatory)	January 30, 2019 10:00 a.m., Eastern Time	Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399  Call-in Telephone Number: (888) 585-9008 Participant Code 701874802
Last day for written inquires to be received by the Department	February 8, 2019 prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a>
Anticipated Posting of written responses to written inquires	March 8, 2019	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>
Sealed Proposals Due and Opened	March 21, 2019 Must be received prior to 2:00 p.m., Eastern Time	Florida Department of Corrections Charlotte Shorter-Rumlin, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	March 28, 2019 at 10:00 a.m., Eastern Time	Florida Department of Corrections 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Recommended Award	May 9, 2019	Vendor Bid System (VBS): <a href="http://vbs.dms.state.fl.us/vbs/main_menu">http://vbs.dms.state.fl.us/vbs/main_menu</a>

## **SECTION 1.0 – INTRODUCTORY MATERIALS**

### **1.1 Background**

Section 945.025, Florida Statutes (F.S.), gives the Florida Department of Corrections (Department) responsibility for the supervision, protective care, custody, and control of the buildings, grounds, property, and all other matters pertaining to facilities and programs for the imprisonment, correction, and rehabilitation of adult inmates and offenders. The Department is the third (3<sup>rd</sup>) largest state prison system in the country, with approximately 98,000 Inmates and nearly 140,000 offenders on active community supervision. The Department has over 149 facilities statewide, including: 50 major institutions, 17 institutional annexes, seven (7) private prisons (operated by the Florida Department of Management Services and not included in the services procured under this RFP), 33 work camps, four (4) road prisons, one (1) forestry camp, one (1) boot camp, 18 contracted community release centers, 12 Department-run community release centers, and three (3) reentry centers.

The Department also has the responsibility of providing Inmates with a safe environment, free of sexual abuse, sexual battery, and sexual harassment. The Department has established a zero-tolerance policy for all forms of sexual abuse, sexual battery and sexual harassment, pursuant to the Prison Rape Elimination Act (PREA) of 2003. The PREA was passed on September 4, 2003. The purpose of this Act is to analyze the incidence and effects of prison rape in Federal, State, and local institutions and to provide information, resources, recommendations, and funding to protect individuals from prison rape.

On May 17, 2012, the U.S. Department of Justice (USDOJ) released the final PREA standards for prisons and jails. The Rule released in 2012 marked the USDOJ's first effort to establish standards to protect, detect, and respond to sexual abuse and sexual harassment, and referred to the Code of Federal Regulations (C.F.R.), Title 28, Chapter 1, Part 115, National Standards, under the PREA of 2003. The Rule included 43 operational standard requirements for prisons and jails.

### **1.2 Statement of Purpose**

The Department is requesting Proposals from qualified, responsive and responsible Vendors, for the provision of on-site PREA forensic medical examination services for Inmate victims of sexual battery, at the Department's correctional institutions and related facilities.

The Department is requesting Proposals from qualified Vendors, who have a minimum of two (2) years' experience providing PREA forensic medical examinations, or similar services, within the last five (5) years, to the criminal justice population.

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

### **1.3 Definitions**

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

- 1.3.1 **Alleged Perpetrator**: An individual under suspicion of perpetrating or committing an illegal, or criminal act.
- 1.3.2 **Breach of Contract**: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the resultant Contract.
- 1.3.3 **Centers for Disease Control (CDC)**: The leading national public health institute of the United States.
- 1.3.4 **Chain of Custody**: The chronological documentation or paper trail that records the sequence of custody, control, transfer, analysis, and disposition of physical or electronic evidence.
- 1.3.5 **Contract**: The resulting agreement between the successful Vendor and the Department.
- 1.3.6 **Contract Non-Compliance**: Failure to meet or comply with any requirement or term of the resultant Contract.
- 1.3.7 **Corrective Action Plan (CAP)**: A Vendor's written comprehensive plan to remedy deficiencies discovered in the course of Contract monitoring and/or discovered at any time during the term of the Contract.
- 1.3.8 **DC Number**: The Department's Identification Number, assigned to an offender or an Inmate.
- 1.3.9 **Deliverables**: Those services, items, and/or materials provided, prepared and delivered to the Department in the course of Contract performance. Deliverables are specifically described in Section 2.12 of this RFP.
- 1.3.10 **Department**: The Florida Department of Corrections (FDC).
- 1.3.11 **Evaluation Methodology**: The process utilized by the Department to evaluate the portions of each Proposal against pre-determined, established evaluation criteria, in order to determine scores and final ranking of qualified Vendors.
- 1.3.12 **HIPAA**: The Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Contractor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations.
- 1.3.13 **Inmate**: An individual that is incarcerated by the Department.
- 1.3.14 **Limited English Proficiency (LEP)**: Individuals who do not speak English as their primary language, and who have a limited ability to read, speak, write, or understand English.

- 1.3.15 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Vendor to be responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a Proposal. Any Proposal rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.3.16 **Material Deviations:** A deviation that the Department, at its sole discretion, has found to be out of substantial accord with this RFP's requirements, provides a substantial advantage to other Vendors has a potentially significant effect on the quantity or quality of items proposed, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a Proposal.
- 1.3.17 **Medical Practitioner:** A health professional who, by virtue of education, credentials, and experience, is permitted by law to evaluate and care for patients within the scope of his or her professional practice.
- 1.3.18 **Minor Irregularity:** A variation from the RFP terms and conditions that does not affect the price of the Proposal, does not give the Vendor an advantage or benefit not enjoyed by the other Vendors, and does not adversely affect the interests of the Department. A minor irregularity will not result in a rejection of a Proposal.
- 1.3.19 **Officer In Charge (OIC):** The Department's Correctional Officer Captain or Correctional Officer Lieutenant who is responsible for the operations and activities of a shift.
- 1.3.20 **Prison Rape Elimination Act (PREA):** Part 115 of Title 28 C.F.R., National Standards to Prevent, Detect, and Respond to Prison Rape, under the "Prison Rape Elimination Act of 2003." The Act provides for analysis of the incidence and effects of prison rape in federal, state, and local institutions, and for information, resources, recommendations, and funding to protect individuals from prison rape.
- 1.3.21 **PREA Coordinator:** The Department employee, in the Office of Institutions, assigned to develop, implement, and oversee the Department's efforts to comply with PREA standards.
- 1.3.22 **PREA Compliance Manager:** The Department employee at each facility assigned to implement and oversee the Department's efforts to comply with PREA standards.
- 1.3.23 **Qualified Medical Practitioner:** A professional who has successfully completed specialized training for treatment of victims of sexual abuse.
- 1.3.24 **Registered Nurse (RN):** A nurse who holds, at minimum, a nursing diploma or an Associate's Degree in Nursing (ADN), has passed the NCLEX-RN exam administered by the National Council of State Boards of Nursing (NCSBN), and has met all the other licensing requirements mandated by their state's board of nursing.

- 1.3.25 Responsible Vendor:** A Vendor who has the capability in all respects to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance.
- 1.3.26 Responsive Proposal:** A Proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- 1.3.27 Sexual Assault Forensic Examiner (SAFE):** An RN who has completed specialized education and clinical preparation in the medical forensic care of a patient who has experienced sexual assault or abuse.
- 1.3.28 Sexual Assault Nurse Examiner (SANE):** An RN who has received special training and is qualified to provide comprehensive care to sexual assault victims. In addition, this RN holds credentials to conduct forensic examinations and may provide expert testimony, if a case goes to trial.
- 1.3.29 Sexual Battery:** Nonconsensual oral, anal, or vaginal penetration by, or union with, the sexual organ of another or the oral, anal, or vaginal penetration of another by any other object. Sexual battery does not include an act done for bona fide medical purposes. Any Inmate, employee, volunteer, or contractor who commits a sexual battery may be criminally prosecuted pursuant to Chapter 794, F.S.
- 1.3.30 Subcontract:** An agreement entered into by the Vendor with any other person or organization that agrees to perform any performance obligation for the Vendor specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the resultant Contract.
- 1.3.31 Value-Added Services:** Additional services the Vendor may offer to provide to the Department, in addition to providing services that meet the minimum services requirements and specifications of this RFP, offered at no additional cost to the Department.
- 1.3.32 Vendor or Respondent:** A legally qualified corporation, partnership or other entity submitting a response to the Department, pursuant to this RFP.
- 1.3.33 Victim:** A person harmed, injured, or killed as a result of a crime, accident, or other event or action.
- 1.3.34 Victim Advocate:** A professional that is trained to support victims of crime.

## 1.4 Overview

Under the supervision of the Department's Office of Institutions, the PREA Coordinator is responsible for creating and implementing policies, procedures, and practices to ensure the Department's Statewide compliance with the Title 28, CFR, Chapter 1, Part 115.21, which requires the Department offer all victims of sexual abuse access to forensic medical examinations, whether on-site or at an outside facility, without financial cost, where evidentiary or medically appropriate. The Department's goal is to achieve overall Statewide compliance with PREA standards, and create a safe environment, free from sexual abuse, sexual battery and sexual harassment.



## **1.5 Contract Term and Renewal**

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

## **1.6 Pricing Methodology**

The Vendor shall provide a cost for the services requested herein using Attachment II, Cost Proposal Sheet. The pricing shall be evaluated based on the lowest Grand Total Price. The Department will verify all price calculations, and may correct mathematical errors. In the case of an error, unit prices shall prevail.

## **1.7 Conflicts and Order(s) of Precedence**

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

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

## **Section 2.0 – Scope of Work**

### **2.1 Scope of Services**

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

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

### **2.2 Rules and Regulations**

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

**2.2.2** The laws, rules, and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of the resulting

Contract. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State, and the health, safety, and welfare of the Department's Inmates, and of the general public which is served by the Department, either directly or indirectly, through these services. The failure of the Department to set forth a specific reservation of rights, as to any particular provision regarding services to be performed under the resulting Contract, does not negate the Department's reservation of rights, and does not mean that any provision regarding the services to be performed under the resulting Contract is subject to a requirement that the parties mutually agreed upon.

- 2.2.3** The specific rules, procedures, and regulations identified below or elsewhere in this section are not listed to the exclusion of any other rules, procedures, and regulations required throughout the resulting Contract. The Department will monitor the Vendor's performance to ensure compliance with all rules, regulations, and requirements contained herein.
- 2.2.4** The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 2.2.5** All services provided under any resulting Contract must meet the applicable requirements of Title 28 C.F.R. Part 115; PREA Standards; Title 42 C.F.R. Part 2; Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164; Chapter 944 F.S.; and Chapter 33 F.A.C. Should licensing or program requirements change during the course of any resulting Contract, the updated regulations and requirements will take precedence. The above laws, rules, and regulations are incorporated herein by reference and made part of any resulting Contract.
- 2.2.6** The Vendor shall pay for all costs associated with local, State, or Federal licensing, permits, and certifications to provide PREA forensic medical examination services. All required licensing and certifications shall be current, maintained on-site, and a copy of such shall be submitted to the Department's Contract Manager, or designee, upon request.
- 2.2.7** The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states, "No person on the grounds of race, creed, color, national origin, age, gender, marital status or disability, shall be excluded from participation in, be denied the benefits or the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

## **2.3 Department Responsibilities**

- 2.3.1** The Department will make available to the Vendor, upon request, all records related to the PREA forensic medical examinations, if such records are not otherwise protected from disclosure by law.
- 2.3.2** The Department will provide, upon execution of the resulting Contract, a copy of all Department forms necessary to comply with Section 2.13, General Reporting Requirements.

## **2.4 Administrative Requirements**

- 2.4.1** The Department will not provide any administrative functions or office support to the Vendor (e.g., clerical assistance, office supplies, telephone equipment and service, copiers, fax machines, and preparation of documents), except as indicated in this RFP.
- 2.4.2** The Vendor shall furnish its own supportive services (e.g., secretarial or clerical staff) and all supplies (office, administrative, etc.).

## **2.5 Vendor Requirements**

The Vendor shall provide the Department with on-site PREA forensic medical examination services, for all Department correctional institutions and related facilities, in accordance with Title 28 C.F.R. Part 115, PREA, including, but not limited to, the following:

- 2.5.1** The Vendor shall provide fair and professional services to all Department facilities.
- 2.5.2** The Vendor shall provide PREA forensic medical examinations to victims, and if appropriate, alleged perpetrators, for all allegations of oral or anal penetration, if the incident occurred within 72 hours of the Department's knowledge of an occurrence.
- 2.5.3** The Vendor shall ensure all examinations are performed by an RN that holds a SAFE and/or SANE certification. If an RN with a SAFE or SANE certification cannot be made available, the exam can be performed by other Qualified Medical Practitioners.
- 2.5.4** The PREA forensic medical examination shall consist of the assessment, documentation, and collection of evidence as outlined in the Attorney General's "Adult and Child Sexual Assault Protocols: Initial Forensic Physical Examination." This may include, but not be limited to:
  - a. Clothing evidence examination and collection;
  - b. General physical examination;
  - c. Photographic evidence collection;
  - d. Dried fluids evidence collection
  - e. Wet fluids evidence collection;
  - f. Pubic hair evidence collection/combing;
  - g. Oral swabs;
  - h. Buccal swabs;
  - i. Vaginal swabs;
  - j. Cervical swabs;
  - k. Penile swabs;
  - l. Anal/rectal swabs;
  - m. Fingernail scraping evidence collection;
  - n. Bite marks evidence collection;
  - o. Whole blood specimen collection;
  - p. Toxicology screening;
  - q. Sealing of the evidence kit and securing the evidence; and
  - r. Documenting information on the Inmate's medical record.

- 2.5.5 The Vendor shall be responsible for completing all forms pursuant to the Florida Department of Law Enforcement's (FDLE) "Sexual Assault Kit Form for Healthcare Providers."
- 2.5.6 The Vendor shall arrive on-site at the facility immediately, but not more than four (4) hours from the initial call for services.
- 2.5.7 The Vendor shall be responsible for supplying the FDLE evidence kits and any other necessary supplies to conduct the forensic examination.
- 2.5.8 The Vendor shall recommend, but not provide, any additional medical testing or treatment as indicated by Centers for Disease Control (CDC) standards.
- 2.5.9 The Vendor shall ensure the chain of custody and all evidence collected is released to the Department's Office of Inspector General (OIG), or approved Department designee.
- 2.5.10 The Vendor shall document each forensic medical examination utilizing the Department's form titled "Alleged Sexual Battery Protocol (Form DC4-683M)." The Form DC4-683M and any additional assessment forms will remain at the Department's correctional institution or facility for filing in the Inmate's medical record.
- 2.5.11 The Vendor shall ensure that if an Inmate requests a victim advocate be present that they not perform the examination until the advocate is present.
- 2.5.12 The Vendor shall explain the procedure to the Inmate in a language that they can understand, prior to conducting the examination. This shall include American Sign Language (ASL).
- 2.5.13 The Vendor shall ensure any Inmate who is Limited English Proficient (LEP) and/or disabled is able to understand directions and the exam procedure. The Vendor shall contact the Department's Officer In Charge (OIC) if a translator is necessary.
- 2.5.14 The Vendor shall not interfere with security procedures and will defer to the Department's OIC regarding any security concerns/issues.

## **2.6 Facility Locations and Service Times**

### **2.6.1 Facility Locations**

All on-site PREA forensic medical examinations shall be performed at the Department's correctional institutions, and related facilities, as listed in Attachment I, Facility Locations.

### **2.6.2 Service Times**

The Vendor shall be available to provide services on an as needed basis, 24 hours a day, seven (7) days a week, as requested by the Department's PREA Compliance Manager, or designee, and/or the Department's OIC at each of the correctional institutions or related facilities.

## **2.7 Vendor Staff Requirements**

### **2.7.1 General Staff Requirements**

- 2.7.1.1** The Vendor shall have direct oversight and responsibility for the performance of all its staff. The Vendor shall monitor the performance of all its staff ensuring that they follow the staffing requirements to support the resultant Contract.
- 2.7.1.2** The Vendor's staff shall liaise with, and maintain a good working relationship with, Department staff, and others working with the Department.
- 2.7.1.3** The Vendor shall provide a list of all its staff who will be providing services in the resultant Contract, to include job titles and descriptions, within 10 business days of resulting Contract execution.

## **2.8 Vendor Staffing Qualifications and Credentials**

- 2.8.1** The Vendor shall ensure that all staff performing examinations hold, at a minimum, an active RN license.
- 2.8.2** The Vendor shall ensure that all licensed RNs performing examinations under the resulting Contract, hold a SAFE and/or SANE training certification.
- 2.8.3** All Vendor staff assigned to provide services under the resulting Contract shall be subject to approval by the Department. Individuals previously terminated (for cause) at any time by the Department may not be employed, or provide services, under any resulting Contract.

## **2.9 Value-Added Services**

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

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

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

## **2.10 Conduct and Safety Requirements**

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

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

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

- a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one Inmate, or group of Inmates, over another.
- b. The Vendor's staff shall not communicate with any Inmate except in a relationship that supports services under any resulting Contract. Specifically, staff members must never accept, for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an Inmate, or an Inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report any violations or attempted violation of these restrictions to the Department's Contract Manager, or designee. In addition, no staff member shall give any gifts, favors, or services to Inmates, members of their family, or close associates.
- c. The Vendor's staff shall not enter into any business relationship with Inmates or their families (example – loans, selling, buying, renting, leasing, or trading personal property), or personally employ Inmates, or their families, in any capacity. Unless approved in writing by the Department's Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an Inmate, their family or close associates, except for those activities completed under the resulting Contract.
- d. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit upon the Vendor or the Department. In providing services pursuant to the resulting Contract, the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct.
- e. Any violation, or attempted violation of the restrictions referred to in this Section regarding employee conduct, shall be reported by phone and in writing to the Department's Contract Manager, or designee, including proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action against the offending party or parties, shall subject the Vendor to punitive action, up to and including termination of any resulting Contract.
- f. The Vendor shall provide a written report of any incident described above, or requiring investigation by the Vendor, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

#### **2.10.4 Tuberculosis (TB) Screening/Testing**

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

#### **2.11 Staff Background/Criminal Records Checks**

- 2.11.1** The Vendor's staff, assigned to perform work under the resultant Contract, shall be subject to a FDLE Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background criminal records check, at the Department's discretion and expense. This background check will be conducted by the Department and may occur, or re-occur, at any time during the Contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the resulting Contract. The use of criminal history records and information derived from such records are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding findings or criteria for disqualification, or removal, to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this check, the Vendor shall provide, upon request, the following data for any employee or subcontractor of the Vendor, assigned to the Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. If requested, the Vendor's staff shall submit to fingerprinting by the Florida Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until notified that the Department received a favorable report from the FBI.
- 2.11.2** The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned work under the resultant Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the resulting Contract, who has not had an FCIC/NCIC background check conducted.
- 2.11.3** No person barred from any Department institution, or other Department facility, shall provide services under the resulting Contract without prior written approval from the Department's Contract Manager, or designee.
- 2.11.4** It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close, personal relationships between staff and Inmates. Rule 33-208.002(26) F.A.C shall apply at the program, and stipulates that marriage between an employee and an Inmate be prohibited.

**2.11.5** The Vendor shall not employ, or enter into any subcontract with, any individual under supervision or jurisdiction of any parole, probation or correctional authority, to provide services under the resulting Contract. Persons under any such supervision may work for other elements of the Vendor's agency independent of the Vendor's relationship with the Department. This provision is intended to prevent any employee, under any such legal constraint, from having any contact with, or access to, any records of the Department sponsored Inmates participating in any programming.

- a. The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated or under the supervision of the Department.
- b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of any employee assigned to perform work under the resulting Contract.
- c. A felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime does not automatically exclude the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two (2) years with no criminal history is preferred for all hires. The Vendor shall require that all candidates and employees provide details of any criminal activity. The Vendor shall make a full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever:
  - An employee has a criminal charge filed against them;
  - An employee is arrested;
  - An employee receives a Notice to Appear for violation of any criminal law involving a misdemeanor, felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less);
  - The Vendor, or any of their staff, has knowledge of any violation of the laws, rules, directives or procedures of the Department.
- d. The Vendor shall comply with the Department's Procedure 208.013, "Outside Employment," when hiring current or former Department employees.

## **2.12 Deliverables**

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

- a. The Vendor shall perform on-site and/or off-site (as applicable) PREA forensic medical examination services, at all of the Department's correctional institutions and related facilities; and
- b. The Vendor shall provide a Monthly Summary Report, in accordance with Section 2.13, General Reporting Requirements.



## 2.13 General Reporting Requirements

The Vendor shall comply with all reporting requirements established by the Department. Reports shall be submitted in such a manner as to be understood by non-practitioners, and shall contain clear and practical recommendations. The Vendor shall submit and maintain all records and documentation on-site, and ensure they are available for review as requested by the Department, or as otherwise specified. The Department reserves the right to require ad-hoc and/or additional reporting requirements, as necessary.

The Vendor's Proposal shall provide a detailed description of how it will meet the reporting requirements for the report described below. This description shall list any non-Department forms to be utilized to meet the requirements.

**2.13.1 Monthly Summary Report:** The Vendor shall provide a Monthly Summary Report to the Department's Contract Manager, or designee, by the seventh (7<sup>th</sup>) calendar day of each month following the month where services were provided. The following information should be included in the report for each examination:

- The Inmate's name/DC number;
- Identification as to whether the Inmate was a victim or alleged perpetrator;
- Date of the examination;
- Call time the request for services was received;
- Time the Vendor arrived on-site at the facility;
- Facility where examination occurred;
- PREA number associated with the examination;
- Full name of nurse conducting the examination; and
- Any miscellaneous information that would be useful for the Department's PREA Coordinator, or any subsequent investigation.

## 2.14 Performance Measuring and Performance Monitoring

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

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

### 2.14.1 Performance Measure #1 – Monthly Summary Report

**Outcome:** The Vendor shall provide a Monthly Summary Report for the previous month's forensic medical examinations, in a Department approved format, via email, to the Department's PREA Coordinator, or designee, no later

than the seventh (7<sup>th</sup>) calendar day of each month following the month that services were provided.

**Measure:** The Monthly Summary Report shall be submitted to the Department's Contract Manager, or designee, no later than the seventh (7<sup>th</sup>) calendar day of each month following the previous month that services were provided. Should the seventh (7<sup>th</sup>) calendar day fall on a Saturday, Sunday or Holiday, the Monthly Summary Report will be due the business day prior.

**Standard:** All Monthly Summary Reports shall be submitted no later than the seventh (7<sup>th</sup>) calendar day of each month following the month in which services were provided.

**Financial Consequence:** If the Vendor fails to meet the performance measure as outlined above, the Department shall assess financial consequences in the amount of \$100.00 for each calendar day this Report is late after the seventh (7<sup>th</sup>) day of the month, until the time this Report is received.

#### 2.14.2 Performance Measure #2 – Response Time

**Outcome:** The Vendor shall respond immediately to all requests for services, but no more than four (4) hours from the time of the initial call for service.

**Measure:** The Vendor shall include the initial call for service time, as well as the arrival time at the facility, in each Monthly Summary Report. The Department's PREA Coordinator, or designee, will verify the accuracy of these times, via the control room log at the specified facility.

**Standard:** 98% of calls for services shall be responded to immediately or no more than four (4) hours from the time of the initial call for service is received.

**Financial Consequence:** If the Vendor fails to meet the performance measure as outlined above, the Department shall assess financial consequences in the amount of \$500.00 for each percentage point, or portion thereof, less than 98%.

The standard for each Performance Measure must be met for the amount of time specified. The Vendor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards, and the Department's Contract Manager, or designee, shall determine if reasons beyond the Vendor's control contributed to the failed Performance Measure.

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

The Department's Contract Manager, or designee, will provide written notice to the Vendor's Representative of all financial consequences assessed, accompanied by detail sufficient for justification of assessment. Within 10 days of receipt of a written notice of demand for consequences due, the Vendor shall forward payment to the Department. Payment shall be for the appropriate amount, be made payable to the Department, and be in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following imposition of consequences; documentation of the amount of consequences imposed shall be included with the invoice.

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

#### **2.15 HIPAA Business Associate Agreement**

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

#### **2.16 Public Records**

The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter or as provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and either §119.07(1), F.S. or §119.071, F.S.

The Vendor further agrees to hold the Department harmless from any claim or damage including reasonable attorney's fees and costs or from any fine or penalty imposed as a result of failure to comply with the public records law or an improper

disclosure of confidential information and promises to defend the Department against the same at its expense.

**2.16.1 Audit Records:** The Vendor agrees to maintain records and documents (including electronic storage media) in accordance with Generally Accepted Accounting Procedures and Practices (GAAP), which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the resultant Contract, and agrees to provide a financial and compliance audit to the Department or to the Office of the Auditor General, and to ensure that all related party transactions are disclosed to the auditor.

## **2.17 Financial Specifications**

### **2.17.1 Funding Source**

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

### **2.17.2 Invoicing and Payment of Invoice**

The resultant Contract will be at a fixed-rate per service deliverable. The Department will compensate the Vendor for services, as specified in Attachment II, Cost Proposal Sheet. All charges must be billed in arrears, in accordance with Section 215.422, F.S. The per service rate shall be inclusive of travel, mileage, and any Vendor-incurred fees.

The awarded Vendor agrees to request compensation on a monthly basis through submission of a properly completed invoice within 30 days following the month services were rendered. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required reports outlined in Section 2.13, General Reporting Requirements, and shall be submitted to the Department's Contract Manager, or designee, including all required information.

All invoices will be on the Vendor's company letterhead and include the Vendor's name, mailing address, contract number, invoice number, Federal Employer Identification Number (FEIN), unit rates, in accordance with the Cost Proposal Sheet, and dates of service. The date and time of services will be outlined on the invoice, as well as the facility name, Inmate's name, Inmate's DC number, whether the Inmate was the victim or perpetrator, the name of the RN performing the examination, and the PREA number.

The Vendor's invoice shall not reflect a service charge for cancellations and refused examinations where the RN was not in route to the facility. The Vendor's invoice shall reflect 75% of the contracted service rate for cancelled examinations or refused examinations where the RN was already on-site at the facility. The Vendor's invoice shall reflect 50% of the contracted service rate for cancelled examinations or refused examinations where the RN was in route to the facility, but did not arrive on-site at the facility. All cancellations and refused examinations shall require documentation of such by the Department's OIC and/or facility staff, and will need to be outlined

appropriately in the invoice with supporting documentation attached to the invoice.

## **2.18 Vendor Ombudsman**

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

## **2.19 Modification after Contract Execution**

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

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

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

## **Section 3.0 – Procurement Rules and Information**

### **3.1 General Instructions to Respondents (PUR 1001)**

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

The PUR 1001 is available at:

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

### **3.2 Vendor Inquiries**

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

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

[http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

### **Procurement Officer Contact Information**

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

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

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

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

### **3.3 Cost of Proposal Preparation**

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

### **3.4 Identical Tie Proposals**

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

### **3.5 Instructions for Proposal Submittal**

Each Proposal submitted shall be prepared simply and economically, providing a straightforward, concise but thorough delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Each Proposal must emphasize completeness and clarity of content and the solution or service(s) proposed. In order to expedite the review of the Proposals, it is essential that Vendors follow the format and instructions.

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

- All Proposals must be submitted in a sealed envelope/package with the relevant solicitation number and the date and time of the proposal opening clearly marked on the outside of each envelope/package. Late Proposals will not be accepted.
- The completed Attachment II, Cost Proposal Sheet, **must be sealed in a separate envelope**, but may be included in the package with the Proposal.
- Vendors shall submit one (1) signed, original Technical Proposal, three (3) hard copies, and four (4) electronic copies, in searchable PDF format on CDs or DVDs. The electronic copies should contain the entire Proposal, as submitted, including all supporting and signed documents. If the Vendor submits a redacted copy of the Proposal, as outlined in Section 3.21, the Vendor must submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in a searchable PDF format, on CD or DVD. The submitted CDs/DVDs should not be protected with a password or encrypted.

### 3.6 Project Proposal Format and Contents

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

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

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

#### 3.6.1 Mandatory Responsiveness Requirements

The following conditions and requirements must be met by the Vendor to be considered responsive to this RFP. These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause the Proposal to be deemed non-responsive. Copies of non-responsive Proposals will be retained in the RFP file.

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

**3.6.1.2** It is mandatory that the Vendor sign, have certified by a notary public, and return Attachment IV, "Certification/ Attestation Form," including it under **Tab A** of the Proposal.

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

### **3.6.2 Tab A – Executive Summary**

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

- 3.6.2.1** If the Vendor will use subcontractors to provide any of the services, the Vendor shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the resulting Contract. This information shall be provided in accordance with Section 4.3 of this RFP. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the resulting Contract, the number of years subcontractor has provided services, projects of similar size and scope to the services sought via this RFP the subcontractor has provided, the percentage of work to be completed by the Vendor and each subcontractor (as measured by percentage of the total Contract), and all instances of contractual default or debarment (as a prime subcontractor) the subcontractor has had in the past three (3) years.
- 3.6.2.2** Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration or Business License and, if applicable, a copy of the most recent Certification of Good Standing. This information may be obtained from Florida's Secretary of State's Office.
- 3.6.2.3** Proof that the Vendor is licensed to provide on-site forensic medical examinations and is in good standing, as evidenced by submission of required license.
- 3.6.2.4** A statement disclosing the name of any officer, director, employee or other agent who is also an employee of the State and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If no officer, director, employee or other agent of the Vendor is also an employee of the State or no State employee owns a five percent (5%) interest in the Vendor or its affiliates or parent corporation, a statement to that effect, as applicable, shall be provided.
- 3.6.2.5** A statement from every proposed subcontractor acknowledging acceptance of, and intent to be bound by the resulting Contract terms should the Vendor be awarded any Contract resulting from



this RFP and include a statement indicating the percentage of work to be completed by the Vendor, and each subcontractor, as measured by percentage of the total Contract. The statement shall bear an original signature from a person authorized to legally bind the subcontractor. The proposed subcontractor shall also be licensed to conduct business in the State of Florida.

**3.6.2.6** A statement certifying that the Vendor has no interest, and shall not acquire any interest, which will conflict with its performance of the services required under this RFP.

**3.6.2.7** A statement identifying whether the Vendor, or all entities related to the Vendor (including parent company and subsidiaries of the parent company; divisions or subdivisions of parent company or of Vendor; or of subcontractors), have ever been convicted of fraud, deceit or unlawful business dealings, whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to Federal, State, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order, or conviction. If there have been none, a statement must be provided to this effect.

**3.6.2.8** A completed Attachment IX, Vendor's Contact Information.

**3.6.2.9** A completed Attachment IV, Certification/Attestation Form.

**3.6.3 Tab B - Business/Corporate Experience and Qualifications**

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

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

**3.6.3.1 Narrative/Record of Past Experience**

The Vendor shall have two (2) years of business/corporate experience within the last five (5) years, or other similar services, in the provision of providing on-site PREA forensic medical examination services, to the criminal justice population. Details of the Vendor's experience shall be provided in narrative form, so the Department can evaluate its complexity and relevance. The

following information shall be included under **Tab B** and shall specifically include:

- a) A description of the Vendor's corporate purpose and approach.
- b) The Vendor's business plan and administrative structure. The Vendor's organizational structure shall be described with clear lines of authority depicted.
- c) A narrative description of the Vendor's experience, for the provision of services similar to those identified in this RFP over the past five (5) years, that fully demonstrates that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. This shall include the name and current telephone number, email address, mailing address, for the specified Contract Manager for each identified contract, in addition to the following information:
  - 1) Estimated annual Contract value;
  - 2) Number of inmates served, if applicable;
  - 3) The term of the Contract, including effective dates;
  - 4) Reason for Contract end, if the Contract is no longer in effect;
  - 5) Types of services directly provided by the Vendor under the Contract and whether the Vendor was a prime contractor or subcontractor;
  - 6) Detailed examples of situations where the Vendor excelled at meeting performance criteria or deliverables; and
  - 7) A copy of the most recent contract management reviews, evaluations, audits, or similar documents for those Contracts identified.
- d) A current copy of all required State and Federal licenses, permits, and registrations including, but not limited to, the following:
  1. Face-sheet of the Vendor's current insurance policy showing sufficient coverage as indicated in Section 4.4 of this RFP.
- e) The identification of, no less than three (3) and no more than 10 current and/or past (within the last five (5) years) contracts for the provision of services similar to those identified in this RFP that fully demonstrate that the Vendor has the experience and ability to completely and timely perform all services contemplated by this RFP. The Vendor shall provide the name and current telephone number, email address, and mailing address, for the specified Contract Manager, for each identified Contract. This information shall also include a comprehensive

description of the target audience/beneficiaries of these services and the number of individuals served on an annual basis.

- f) A copy of the most recent contract management reviews, evaluations, audits or similar documents for those Contracts identified under “e”, above.
- g) A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience (i.e., specialized accreditations, grant awards, etc.).
- h) A list of all Contracts within the last five (5) years that the Vendor or Subcontractor(s), 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, financial consequences, loss of performance bonds), and the amount for each.

If none of the above conditions have occurred, the Vendor shall provide a statement to that effect.

- i) A summary of any ongoing litigation with an indication as to whether a negative outcome would have potential material impact on the Vendor. If none, then the Vendor shall provide a statement to that effect.

### **3.6.3.2 Business/Corporate Background**

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

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

### 3.6.3.3 Business/Corporate References

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

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

### 3.6.4 Tab C - Staffing

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

#### 3.6.4.1 Key Management Personnel and Qualifications

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

- a) **Chief Executive Officer (or equivalent title):** The Chief Executive Officer (CEO) is the highest-ranking officer in the Vendor's company or organization. The CEO shall have a minimum of two (2) years' experience as CEO in the provision of on-site forensic medical examinations.
- b) **Project Manager (or equivalent title):** The Project Manager is the individual who will have corporate responsibility for administration of the any resulting Contract. This individual shall have a minimum of two (2) years' experience within the last five (5) years at the management level, providing direct administrative oversight.
- c) Additionally, the Vendor shall provide a list of all position titles in the organization that will provide any administrative oversight, support or direct services under any resulting Contract. This position title list should reflect the number of staff with their title who will be providing those services, specify whether it is an on-site position or an administrative oversight position, and include a description of how staff are

trained and qualified to provide the services outlined in this RFP.

**3.6.4.2** The Vendor shall submit a list of RNs, and copies of their RN licenses, for nurses who will provide PREA forensic medical examination services. This information shall be included under **TAB C** of the Proposal.

**3.6.4.3** The Vendor shall submit a copy of all the SAFE and/or SANE training certifications for the RNs who will provide PREA forensic medical examination services, and insert them under **Tab C** of the Proposal.

### **3.6.5 Tab D – Technical Proposal/Service Delivery Approach**

The Vendor shall provide a narrative Service Delivery Approach identifying how the Vendor will meet the requirements of this RFP. The response should fully describe the Vendor's methodology for meeting the Department's requirements for service delivery, outlined in Section 2, Scope of Work. The Technical Response shall be prepared in such a manner that it will be understandable to individuals on a programmatic and management lever. The Vendor shall insert the required information for this Section under **Tab D** of their response.

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

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

### **3.6.6 Tab E – Cost Proposal Sheet**

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

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

Attachment II, Cost Proposal Sheet, should identify the name of the Vendor's Organization, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Vendor to the prices submitted. The Cost Proposal Sheet shall be sealed separately, but should be easily inserted into Tab E upon the Cost Proposal opening.

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

### 3.7 Response Opening

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

### 3.8 Evaluation Criteria

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

#### 3.8.1 Evaluation of Proposals

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

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

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

**3.8.1.1** Evaluators will independently score each criterion within a category. Each Evaluator's score for each category will be combined and averaged to determine the point value. Each Vendor's point value for each category will then be combined, and added to the Cost Point Value to determine final scores.

Attachment VII, Evaluation Criteria, includes the questions that have been developed for each category. A score should be

assigned by the Department's Evaluators for each question as follows:

- Poor:** Not included in the Proposal or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.
- Adequate:** Meets minimum requirements; demonstrates general understanding of the project, acceptable programmatic capability.
- Good:** Above minimum requirements; Vendor(s) has a good approach demonstrates above-average understanding of the project, and above-average programmatic capability.
- Exceptional:** Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.

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

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

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

### **3.9 Disclosure of Response Contents**

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

### **3.10 Basis of Award**

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

### **3.11 Posting of Notice of Agency Decision**

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

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

### **3.12 Rules for Withdrawal**

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

### **3.13 Rejection of Proposal**

The Department shall reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation or a minor irregularity, the Department will use the definitions of those terms set forth in Section 1.3.

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

### **3.14 Addenda**

If the Department deems it necessary to supplement, modify or interpret any portion of the solicitation or exhibits, addenda and materials relative to this solicitation, it will post a notification on the VBS at: [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu). Interested parties are responsible for monitoring this site for new or changing information or clarifications relative to this solicitation.

### **3.15 Verbal Instructions Procedure**

The Vendor shall not initiate, or execute, any negotiation, decision, or action arising from any verbal discussion with any State employee. Only written communications from the Department's Procurement Officer are considered 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.

### **3.16 No Prior Involvement and Conflict of Interest**

Section 287.057(17)(c), F.S., provides, "A person who receives a Contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent Contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to Contract with the agency for any other Contracts dealing with that specific subject matter, and any firm in which such person has any interest is not eligible to receive such Contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to Contract with an agency."



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

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

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

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

### **3.17 State Licensing Requirements**

All entities defined under Chapters 605, 607, 617, 620 or 621, F.S., seeking to do business with the Department shall be on file and in good standing with the Florida Department of State (DOS). If not currently registered with DOS, the successful Vendor will have five (5) days from the date of award to complete registration, or provide notice of exemption to this requirement.

### **3.18 MyFloridaMarketPlace (MFMP) Registration**

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

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

### **3.19 Travel Expenses**

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

### **3.20 Confidential, Proprietary, or Trade Secret Material**

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor considers any portion of the documents, data or records submitted in response

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

### **3.21 Utilization of E-Verify**

In accordance with Executive Order 11-116, "the provider agrees to utilize the U.S. Department of Homeland Security's E-Verify System, <https://www.e-verify.gov/employers> to verify the employment eligibility of all new employees hired during the Contract term by the Provider. The Provider shall also include a requirement in subcontracts that the subcontractor shall utilize the E-Verify system to verify the employment eligibility of all new employees hired by the subcontractor during the Contract term. Providers meeting the terms and conditions of the E-Verify System are deemed to be in compliance with this provision."

### **3.22 Vendor Substitute W-9**

The Florida Department of Financial Services (DFS) requires all Vendors that do business with the State to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Forms and answers to frequently asked questions are located on that website once a registration has been completed. DFS is ready to assist Bidders with additional questions and may be reached by contacting (850) 413-5519, or [FLW9@myfloridacfo.com](mailto:FLW9@myfloridacfo.com).

### **3.23 Scrutinized Companies Certification**

The Vendor certifies they are not listed on the Scrutinized Companies that Boycott Israel List, created pursuant to Section 215.4725, F.S., and they are not currently engaged in a boycott of Israel. If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Vendor certifies that they are not listed on either the Scrutinized Companies with Activities in Sudan List, or the Scrutinized Companies with Activities on the Iran Petroleum Energy Sector List created pursuant to Sections 215.473, F.S., and 215.4725, F.S., and further certifies they are not engaged in business operations in Cuba or Syria. Pursuant to Sections 287.135(5), F.S., and

287.135(3), F.S., the Vendor agrees the Department may immediately terminate the resulting Contract for cause if the Vendor is found to have submitted a false certification or if the Vendor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria during the term of the resulting Contract. Any company that submits a bid or proposal for a Contract, or intends to enter into or renew a Contract with an agency or local governmental entity for goods or services, of any amount, must certify that the company is not participating in a boycott of Israel.

### **3.24 Disposal of Proposals**

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

### **3.25 Protest Procedures**

Pursuant to Section 120.57(3), F.S., a Notice of Protest or Formal Written Protest must be filed with the Department's Agency Clerk. Filings may be made physically at 501 South Calhoun Street, Tallahassee, Florida 32399-2500, by email to: [CO-GCAgencyClerk@fdc.myflorida.com](mailto:CO-GCAgencyClerk@fdc.myflorida.com), or by facsimile to: (850) 922-4355. Protests must be made in compliance with Rules 28-110.003 and 28-110.004, F.A.C. Filings received after regular business hours (8:00 a.m. to 5:00 p.m., ET) will be filed the next business day. Failure to file a protest within the time prescribed in Section 120.57(3), F.S., or failure to post the bond or other security required by law within the time allowed for filing a bond shall constitute a waiver of proceedings under Chapter 120, F.S.

### **3.26 Non-Mandatory Pre-Proposal Conference**

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

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

## **Section 4.0 - Special Conditions**

### **4.1 General Contract Conditions (PUR 1000)**

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document, incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting

terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. The PUR 1000 is available at:

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

## **4.2 State Initiatives**

### **4.2.1 Diversity in Contracting**

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

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

Information on Certified Minority Business Enterprises (CMBE) and Certified Service-Disabled Veteran Business Enterprises (CSDVBE) is available from the Office of Supplier Diversity at:

[http://dms.myflorida.com/other\\_programs/office\\_of\\_supplier\\_diversity\\_osd/](http://dms.myflorida.com/other_programs/office_of_supplier_diversity_osd/).

Documentation regarding Diversity in Contracting must be submitted to the Department's Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime Contractors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

### **4.2.2 Environmental Considerations**

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

requirement of the Florida Department of Environmental Protection that a generator of hazardous waste materials exceeding certain thresholds must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of Vendor's explanation of its company's hazardous waste plan and shall explain, in detail, its handling and disposal of this waste.

#### **4.3 Subcontracts**

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

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) business days after receipt of full or partial payments from the Department, in accordance with Section 287.0585, F.S. It is understood and agreed that the Department shall not be liable to any subcontractor for any expenses or liabilities incurred under the subcontract and that the Vendor shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. Failure by the Vendor to pay the subcontractor within seven (7) business days will result in a penalty to be paid by the Vendor to the subcontractor in the amount of one-half of one percent (0.5%) of the amount due per day from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed and shall not exceed 15% of the outstanding balance due.

#### **4.4 Insurance**

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

If the Vendor is a state agency or subdivision, as defined in Section 768.28, F.S., the Vendor shall furnish the Department, upon request, written verification of liability

protection in accordance with Section 768.28, F.S. Nothing herein shall be construed to extend any party's liability beyond that provided in Section 768.28, F.S.

#### **4.5 Copyrights, Right to Data, Patents and Royalties**

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

The Department shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, or furnished by the Vendor. All computer programs and other documentation produced as part of the Contract shall become the exclusive property of the Florida Department of State, with the exception of data processing software developed by the Department pursuant to Section 119.084, F.S., and may not be copied or removed by any employee of the Vendor without express written permission of the Department.

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

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

#### **4.6 Independent Contractor Status**

The Vendor shall be considered an independent Contractor in the performance of its duties and responsibilities. The Department shall neither have nor exercise any control or direction over the methods by which the Vendor shall perform its work and functions other than as provided herein. Nothing is intended to, nor shall be deemed to constitute, a partnership or a joint venture between the parties.

#### **4.7 Assignment**

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

#### **4.8 Severability**

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

#### **4.9 Use of Funds for Lobbying Prohibited**

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

#### **4.10 Reservation of Rights**

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

#### **4.11 Convicted Felons**

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

#### **4.12 Americans with Disabilities Act (ADA)**

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

#### **4.13 Employment of Department Personnel**

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

#### **4.14 Legal Requirements**

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

#### **4.15 Governing Law and Venue**

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

#### **4.16 Prison Rape Elimination Act (PREA)**

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

#### **4.17 Termination**

##### **4.17.1 Termination at Will**

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

##### **4.17.2 Termination Because of Lack of Funds**

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

##### **4.17.3 Termination for Cause**

If a breach of the Contract resulting from this solicitation occurs by the Vendor, the Department may, by written notice to the Vendor, terminate the Contract resulting from this solicitation upon 24 hours' notice. Notice shall be delivered by certified mail (return receipt requested), in-person with proof of delivery, or by other method of delivery whereby an original signature is obtained. If applicable, the Department may employ the default provisions in Rule 60A-1, F.A.C. The provisions herein do not limit the Department's right to remedies at law or to damages.



#### **4.17.4 Termination for Unauthorized Employment**

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

#### **4.18 Retention of Records**

The Vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this solicitation for a period of five (5) years. The Vendor shall maintain complete and accurate record-keeping, and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear, and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours upon request if stored at a different site location than the address listed on Attachment XII, Vendor's Contact Information. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General for review. All documents must be retained by the Vendor for a period of five (5) years following termination of the resulting Contract, or, if an audit has been initiated, and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The Vendor shall cooperate with the Department to facilitate the duplication, and transfer of any said records or documents during the required retention period. The Vendor shall advise the Department of the location of all records pertaining to the Contract resulting from this solicitation, and shall notify the Department by certified mail within 10 days if/when the records are moved to a new location.

#### **4.19 Indemnification**

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

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

#### **4.20 Inspector General**

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

**ATTACHMENT I  
SERVICE SITE LOCATIONS  
FDC RFP-19-010**

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

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

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

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

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

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

**ATTACHMENT II – COST PROPOSAL SHEET  
FDC RFP-19-010**

The Vendor shall provide their proposed cost to perform on-site PREA forensic medical examinations for all Service Site Locations listed in Attachment I. Costs provided shall be inclusive of all technology, training, monitoring, reporting, licensing and certifications, travel and any other applicable industry-support services. By submitting pricing below, the Vendor agrees that in the absence of an equitable price adjustment, renewal pricing will remain the same throughout the resultant Contract.

<b>Description of Service</b>	<b>Total Price</b>
PREA Forensic Medical Examination	\$ _____ Unit Price/Per Examination (Business Hours: 8:00 a.m. – 5:00 p.m., Local Time)
	\$ _____ Unit Price/Per Examination (After Business Hours/Weekends/Holidays)
<b>GRAND TOTAL PRICE*</b>	\$ _____

\*Grand Total Price to be used for award purposes only.

\_\_\_\_\_  
NAME OF VENDOR'S ORGANIZATION

\_\_\_\_\_  
FEIN

\_\_\_\_\_  
SIGNATURE OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
PRINTED NAME OF AUTHORIZED REPRESENTATIVE

\_\_\_\_\_  
DATE



**ATTACHMENT III**  
**BUSINESS ASSOCIATE AGREEMENT FOR HIPAA**  
**FDC RFP-19-010**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

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

Further, Sections 164.308 (administrative safeguards), 164.310 (physical safeguards), 164.312 (technical safeguards), and 164.316 (policies and procedures and documentation requirements) of the Security Rule shall

apply to the Contractor in the same manner that such sections apply to the Department as a covered entity. The additional requirements of the HITECH Act that relate to security and that are made applicable to covered entities shall be applicable to Contractor and are hereby incorporated by reference into this BA Agreement.

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

Such report shall notify the Department of:

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

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

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

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

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

3. **Obligations of Department**

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

4. **Termination**

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

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

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

7. **Indemnification** – The Contractor shall be liable for and agrees to be liable for, and shall indemnify, defend, and hold harmless the Department, its employees, agents, officers, and assigns from any and all claims, suits, judgments, or damages including court costs and attorneys’ fees arising out or in connection with any non-permitted or prohibited Use or Disclosure of PHI or other breach of this Agreement, whether intentional, negligent or by omission, by Contractor, or any subcontractor of Contractor, or agent, person or entity under the control or direction of Contractor. This indemnification by Contractor includes any claims brought under Title 42 USC §1983, the Civil Rights Act.
  
8. **Miscellaneous** - Parties to this Agreement do not intend to create any rights in any third parties. The obligations of Contractor under this Section shall survive the expiration, termination, or cancellation of this Agreement, or any and all other contracts between the parties, and shall continue to bind Contractor, its agents, employees, contractors, successors, and assigns as set forth herein for any PHI that is not returned to the Department or destroyed.

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**ATTACHMENT IV – CERTIFICATION/ATTESTATION FORM  
FDC RFP-19-010**

1. **Business/Corporate Experience:** This is to certify that the Vendor has at least two (2) years' experience providing on-site PREA forensic medical examination services, or other similar services, within the last five (5) years, to the criminal justice population.
2. **Authority to Legally Bind the Vendor:** This is to certify that the person signing below is authorized to make this affidavit on behalf of the firm, its owner(s), directors and officers. This person is the person in the firm responsible for the prices and total amount of this submittal and the preparation of the response.
3. **Statement of No Involvement:** This is to certify that the person signing the Proposal has not participated, and will not participate, in any action contrary to the terms of this solicitation.
4. **Statement of No Inducement:** This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this solicitation. Furthermore, this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive submission.
5. **Statement of Non-Disclosure:** This is to certify that neither the price(s) contained in this response, nor the approximate amount of this Proposal have been disclosed, directly or indirectly, to any other Vendor or to any competitor.
6. **Statement of Non-Collusion:** This is to certify that the prices and amounts in this submittal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other Vendor or with any competitor and not for the purpose of restricting competition.
7. **Non-Discrimination Statement:** This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
8. **Unauthorized Alien Statement:** This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
9. **Statement of No Investigation/Conviction:** This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency, and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public Contract.
10. **Scrutinized Companies Lists:** If value of this solicitation is greater than or equal to \$1 million, then the Vendor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities on the Iran Petroleum Energy Sector List or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel, or has engaged in business operations in Cuba or Syria, in accordance with Section 3.23, during the term of the resulting Contract.

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

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

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

Title: \_\_\_\_\_

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

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_

**ATTACHMENT V – BUSINESS REFERENCE FORM  
FDC RFP-19-010**

Vendor Name: \_\_\_\_\_

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

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

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

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

\_\_\_\_\_  
Signature of Vendor’s Authorized Representative



**ATTACHMENT VI - REFERENCE QUESTIONNAIRE  
FDC RFP-19-010**

**Vendor's Name:** \_\_\_\_\_

**Reference's Name:** \_\_\_\_\_

**Primary Contact Person:** \_\_\_\_\_ **Alternate Contact Person:** \_\_\_\_\_

**Primary Phone Number:** \_\_\_\_\_ **Alternate Phone Number:** \_\_\_\_\_

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

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

Reference Verified by:

\_\_\_\_\_  
Name (printed)

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**ATTACHMENT VII - EVALUATION CRITERIA  
FDC RFP-19-010**

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

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED  (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note: This column is for the Department's Evaluators to complete.</u>
<b>Category 1 – Business/Corporate Experience and Qualifications (Possible Points 200)</b>				
3.6.2		1. To what extent does the Vendor's Executive Summary provide an explanation of their method of delivering the required services in conjunction with the minimum requirements and scope of services outlined in this RFP? <b>(Poor – 12.5; Adequate – 25; Good – 37.5; Exceptional – 50)</b>	50	
3.6.3.1		2. To what extent does the Vendor's narrative/record of past experience demonstrate that they have the required two (2) years of on-site PREA forensic medical examination to perform the services outlined in this RFP? <b>(Poor – 12.5; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
2.7		3. To what extent does the Vendor demonstrate experience relevant to the provision of services as described in this RFP to provide on-site PREA forensic medical examination services? <b>(Poor – 12.5; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
2.8		4. To what extent does the Vendor demonstrate stability in providing contractual services similar to those described in the RFP? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
3.6.3.3		5. To what extent do the business/corporate references submitted by the Vendor demonstrate their ability to perform under a resulting Contract? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded - Category 1 – Business/Corporate Experience and Qualifications</b>				_____

Vendor Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED  (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note:</u> <u>This column is for the Department's Evaluators to complete.</u>
<b>Category 2 - Project Staff (Possible Points 250)</b>				
3.6.4.1(a)		1. To what extent does the resume for the Chief Executive Officer (or equivalent title) provide information detailing their medical experience in the provision of on-site PREA forensic medical examination services? <b>(Poor – 12.5; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
3.6.4.1(b)		2. To what extent does the resume for the Project Manager (or equivalent title) provide information detailing their management experience providing direct administrative oversight? <b>(Poor – 12.5; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
3.6.4.1 (c)		3. How sufficient is the Vendor's detailed list of all position titles in the organization that will provide any administrative oversight, support or direct services under any resulting Contract? <b>(Poor – 12.5; Adequate – 25; Good – 37.50; Exceptional – 50)</b>	50	
2.8		4. To what extent does the Vendor's submitted documentation validate that the Vendor and its staff are licensed and certified to perform on-site PREA forensic medical examinations? <b>(Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b>	75	
2.8		5. To what extent does the Vendor's submitted documentation validate that its RNs who will be performing the on-site PREA forensic medical examinations have completed SANE and/or SAFE training? <b>(Poor – 6.25; Adequate – 12.50; Good – 18.75; Exceptional – 25)</b>	25	
<b>Total Points Awarded – Category 2 – Project Staff</b>				_____

Vendor Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

RFP Section Reference	PAGE NUMBER(S) WHERE INFO. IS LOCATED  (To be Completed by Vendors)	EVALUATION CRITERIA	Total Possible Points	Points Awarded <u>Note: This column is for the Department's Evaluators to complete.</u>
<b>Category 3 – Service Delivery Approach (Possible Points 300)</b>				
3.6.5		1. How appropriate is the Vendor's written description of how they will meet the requirements in Section 2 of this RFP, and does the description include the methodology for complying with each of these requirements? <b>(Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b>	75	
2.14		2. How comprehensive is the Vendor's written plan to meet the Performance Measures as they are described in this RFP? <b>(Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b>	75	
2.14		3. How sufficient is the Vendor's detailed description as it pertains to their understanding of financial consequences, in reference to, not meeting the Performance Measures as described in this RFP? <b>(Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b>	75	
2.6		4. To what extent does the Vendor's detailed approach demonstrate an ability to provide on-site PREA forensic medical examinations to all locations outlined in this RFP? <b>(Poor – 18.75; Adequate – 37.50; Good – 56.25; Exceptional – 75)</b>	75	
<b>Total Points Awarded – Category 3 – Service Delivery Approach</b>				_____

Vendor Name: \_\_\_\_\_

Evaluator's Name: \_\_\_\_\_

**SUBTOTAL OF TECHNICAL POINTS AWARDED:**

CATEGORY 1 \_\_\_\_\_ CATEGORY 2 \_\_\_\_\_ CATEGORY 3 \_\_\_\_\_

EVALUATOR'S NAME: \_\_\_\_\_

EVALUATOR'S SIGNATURE: \_\_\_\_\_

**COST POINTS WILL BE DETERMINED BY THE BUREAU OF PROCUREMENT**

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

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

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

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

**COST POINTS AWARDED:** \_\_\_\_\_

Bureau of Procurement calculating Cost Points:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

**FINAL SCORE (Total of Technical & Cost Points):** \_\_\_\_\_

Bureau of Procurement calculating the Final Score:

NAME: \_\_\_\_\_ SIGNATURE: \_\_\_\_\_

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**ATTACHMENT VIII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM**  
**FDC RFP-19-010**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug use in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug use assistance or rehabilitation program as such is available in the employee's community.
6. Make a good faith effort to continue to maintain a drug-free workplace through implementation of applicable laws, rules and regulations.

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

**Company Name:** \_\_\_\_\_

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**VENDOR'S SIGNATURE**

(Form revised 11/10/15)

**ATTACHMENT IX - VENDOR'S CONTACT INFORMATION  
FDC RFP 19-010**

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

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

\_\_\_\_\_  
Authorized Vendor Signature

\_\_\_\_\_  
Date

**ATTACHMENT X - SECURITY REQUIREMENTS FOR CONTRACTORS**  
**FDC RFP-19-010**

- (1) FS 944.47: Except through regular channels as authorized by the officer-in-charge of the correctional institution, it is unlawful to introduce into or upon the grounds of any state correctional institution, or to take or attempt to take or send or attempt to send there from any of the following articles, which are hereby declared to be contraband.
- (a) Any written or recorded communication or any currency or coin given or transmitted, or intended to be given or transmitted, to any Inmate of any state correctional institution.
  - (b) Any article of food or clothing given or transmitted, or intended to be given or transmitted, to any Inmate of any state correctional institution.
  - (c) Any intoxicating beverage or beverage which causes or may cause an intoxicating effect.
  - (d) Any controlled substance or any prescription or nonprescription drug having a hypnotic, stimulating or depressing effect.
  - (e) Any firearm or weapon of any kind or any explosive substance. (This includes any weapons left in vehicles.)

A person who violates any provision of this section as it pertains to an article of contraband described in subsections (1) a & (1) b is guilty of a felony of the third degree. In all other cases, a violation of a provision of this section constitutes a felony of the second degree.

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



reported to the Chief of Security (Colonel or Major) immediately. No Inmate will be allowed to leave the area until the lost tool is recovered.

- (9) Prior approval must be obtained from the Chief of Security prior to bringing any powder-activated tools onto the compound. Strict accountability of all powder loads and spent cartridges is required.
- (10) All persons and deliveries to be on Departmental lands will enter and exit by only one designated route to be determined by the Department and subject to security checks at any time. As the security check of vehicles is an intensive and time consuming (10-15 minutes) process, the contractor is requested to minimize the number of deliveries.
- (11) Establish materials storage and working areas with the Warden and/or Chief of Security.
- (12) Control end-of-day construction materials and debris. Construction materials and debris can be used as weapons or as a means of escape. Construction material will be stored in locations agreed to by security staff and debris will be removed to a designated location. Arrange for security staff to inspect the project area before construction personnel leave. This will aid you in assuring that necessary security measures are accomplished.
- (13) Coordinate with the Warden and Chief of Security regarding any shutdown of existing systems (gas, water, electricity, electronics, sewage, etc.). Obtain institutional approval prior to shutting down any existing utility system. Arrange for alternative service (if required) and expeditious re-establishment of the shutdown system.
- (14) All staff and equipment will maintain a minimum distance of 100 feet from all perimeter fencing.
- (15) With the intent of maintaining security upon the institution's grounds, a background check will be made upon all persons employed by the contractor or who work on the project. The Department, represented by the Institution's Warden, reserves the right to reject any person whom it determines may be a threat to the security of the institution.

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