



FLORIDA DEPARTMENT OF CORRECTIONS

## Bureau of Procurement

**INVITATION TO NEGOTIATE (ITN)  
FOR  
COMMUNITY RELEASE CENTERS IN DUVAL, HILLSBOROUGH, ORANGE, PINELLAS,  
SEMINOLE, AND VOLUSIA COUNTIES, FLORIDA**

**FDC ITN-18-001**

**RELEASED ON**

**August 3, 2017**

**By the:  
Florida Department of Corrections  
Bureau of Procurement  
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**TIMELINE**  
**FDC ITN-18-001**

EVENT	DUE DATE	LOCATION
Release of ITN	August 3, 2017	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>
<b>Mandatory</b> Pre-Bid Conference	August 9, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Pamela McLean 501 South Calhoun Street Tallahassee, Florida 32399  Call-in Telephone Number (888) 670-3525 Participant Code: 1603048419
Questions Due	August 16, 2017 Prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: <a href="mailto:purchasing@fdc.myflorida.com">purchasing@fdc.myflorida.com</a> (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	September 13, 2017	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 Replies Due and Opened	September 27, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	October 4, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	October - November, 2017	Florida Department of Corrections Bureau of Procurement 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	December, 2017	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 – DEFINITIONS**

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

- 1.1 **American Correctional Association (ACA)**: An international accreditation entity that establishes national standards for and conducts audits of correctional programs to assess their administration and management, the facility, operations and service, inmate programs, staff training, medical services, sanitation, use of segregation and detention, incidents of violence, crowding, offender activity levels, and provision of basic services which may impact the life, safety, and health of inmates and staff.
- 1.2 **Americans with Disabilities Act (ADA)**: Legislation which prohibits discrimination based on disability, and guarantees that people with disabilities have the same opportunities as everyone else to enjoy employment opportunities, to purchase goods and services, and to participate in State and local government programs and services.
- 1.3 **Attributes**: Essential components of the program.
- 1.4 **Breach of Contract**: A failure of the Vendor(s) to perform in accordance with the terms and conditions of the resultant Contract.
- 1.5 **Business Day**: A business day is considered to be Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and state holidays. For services provided at an institution in the Central Time Zone, a business day is considered to be Monday through Friday from 7:00 a.m. to 4:00 p.m., Central Time (CT).
- 1.6 **Case File**: A file developed and maintained by the Vendor, for each inmate housed at the Community Release Center (CRC), that may contain information on the inmate's classification, release, programs, employment, financial status and obligations, visitation, furlough, and other areas, as applicable.
- 1.7 **Community Release Center (CRC)**: Any program which allows inmates to work at paid employment or participate in education, training, or substance abuse treatment programs in a community release center, contract community release center facility, or community contract facility, or voluntarily work with a public or nonprofit agency in the community.
- 1.8 **Comprehensive Program Evaluation**: An in-depth Contract compliance monitoring conducted a minimum of once per fiscal year by the Department's Contract Manager, or designee, completed to document the Vendor's compliance with the terms of the Contract, and to evaluate overall program functioning. Frequency of monitoring will be at the discretion of the Contract Manager, or designee, in accordance with Department procedures, with adequately functioning programs being monitored less frequently.
- 1.9 **Contract**: The agreement, resulting from this ITN, between the successful Vendor and the Department.
- 1.10 **Contract Monitor**: The Department employee, designated to track Contract compliance, and to coordinate actions, and communications between the Department, and the Vendor.

- 1.11 **Contract Non-Compliance:** Failure to meet, or comply with, any requirement, deliverable, performance measure, or term of the resultant Contract.
- 1.12 **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.
- 1.13 **Court Ordered Payment System (COPS):** The Department's electronic system utilized to record the collection and disbursement of court ordered payments and other financial obligations from inmates to victims and other recipients identified on the court order associated with each inmate.
- 1.14 **Criminogenic Needs:** Those factors that are associated with recidivism that can be changed, such as antisocial attitudes, criminal peers, substance abuse, education, employment, satisfaction with family life, and financial well-being.
- 1.15 **Day:** Calendar day, unless otherwise stated.
- 1.16 **Deliverables:** Those services, items, and/or materials provided, prepared, and delivered to the Department in the course of performance of the Contract. Deliverables are specifically described in Section 3.6.
- 1.17 **Department:** The Florida Department of Corrections (FDC).
- 1.18 **Electronic Monitoring:** Refers to receiving and transmitting equipment placed on the inmate that monitors the inmate 24 hours a day, seven (7) days a week.
- 1.19 **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Reply against pre-determined established evaluation criteria to determine scores and final ranking of qualified Vendors.
- 1.20 **Evidenced-Based Practices:** Service approaches, or utilization of curriculums, that have been validated by some form of documented scientific evidence, which have specific outcome measures. Evidenced-based practices and/or curriculums stand in contrast to approaches that are based on tradition, convention, belief, and/or anecdotal evidence.
- 1.21 **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II) requires 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 awarded Vendor shall comply with HIPAA, 1996 (42 U.S.C. 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- 1.22 **Inmates:** All persons, male and female, residing in institutions, admitted, or committed to the care and custody of the Department. This term encompasses all persons residing in any current or new facility, including but not limited to, correctional institutions, annexes, work camps, road prisons, and forestry camps.
- 1.23 **Licensure:** As used herein, refers to the statutory or regulatory authority to provide substance abuse programs to offenders.

- 1.24 **Licensure Inspection:** An on-site inspection conducted by the Florida Department of Children and Families of the licensed program and a review of the service components provided to monitor and ensure the Vendor's level of compliance with licensure standards.
- 1.25 **Mandatory Responsiveness Requirements:** Terms, conditions or requirements that must be met by the Respondent to be responsive to this ITN. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a Reply. Any reply rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- 1.26 **Material Deviations:** The Department has established certain requirements with respect to Replies submitted. The use of shall, must, or will (except to indicate the future) in this ITN indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITN's requirements, provides an advantage to one (1) Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items offered, or on the cost to the Department. Material deviations cannot be waived, and shall be the basis for determining a Reply non-responsive.
- 1.27 **Minor Irregularity:** A variation from the ITN terms and conditions, not affecting the price, giving the Vendor an advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Reply.
- 1.28 **Net Earnings:** The resulting wages that remain after income taxes, social security taxes, Medicare taxes, and any legally required court ordered civil deductions are withheld (deducted) from the total wages (gross wages) earned.
- 1.29 **OBIS:** The Offender Based Information System that is the Department's official record keeping system of inmates and offenders.
- 1.30 **Outpatient Substance Abuse Treatment Programs:** An array of substance abuse treatment programs, of lesser intensity than a residential program, provided to inmates participating in programs other than residential (therapeutic community) programs.
- 1.31 **Personalized Program Plan (PPP):** A documented plan prepared by the Vendor for each inmate that includes measurable criteria of expected behavior/accomplishments and a schedule for achieving specific goals and objectives while in the CRC program.
- 1.32 **Parent Institution:** A correctional institution that will be designated to provide oversight and limited classification services to a contracted CRC facility. The Warden of the Parent Institution is the Departmental liaison for the Vendor-operated facility for the term of the resultant Contract, unless otherwise delegated to the Department's Contract Manager, or designee. These are commonly referred to as Major Institutions.
- 1.33 **Prison Rape Elimination Act (PREA):** Where used herein, refers to Part 115 of Title 28 of the Code of Federal Regulations (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.

- 1.34 **Quality Assurance Program:** A formal method of evaluating the quality of care rendered by a Vendor, and is used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement process to prevent problems from occurring so that corrective efforts are not required.
- 1.35 **Regional Office:** The office responsible for management of certain institutions and facilities located within each of four (4) geographical regions of the Department.
- 1.36 **Relapse Prevention:** A type of substance abuse treatment program provided in an outpatient setting that includes therapeutic activities designed to foster greater awareness of the individual's substance use patterns, warning signs of regression, and coping skills to support recovery from substance abuse.
- 1.37 **Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance.
- 1.38 **Responsive Reply:** A Reply, submitted by a responsible Vendor that conforms to all material respects to the solicitation.
- 1.39 **Risk Behavioral Interventions:** Interventions, during substance abuse treatments, that are concerned with the reduction in risk, and the change in behaviors.
- 1.40 **Subcontract:** An agreement, entered into by the Vendor, with any other person or organization, in which that person or organization agrees to perform any obligation, or requirement, on behalf of the Vendor, as specifically related to the terms of the Contract resulting from this ITN. All subcontracts must be pre-approved by the Department.
- 1.41 **Subsistence:** A fee that the Vendor may charge to employed inmates enrolled in the CRC program, intended to supplement the per diem rate of compensation paid to the Vendor by the Department, as stipulated in the resulting Contract.
- 1.42 **Successful Vendor/Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.
- 1.43 **Transfer Packet:** A packet containing pertinent information regarding the inmate and includes the Case File, Clinical File, and any health records that may exist. The packet is transferred to the Parent Institution when the inmate is moved or completes the Program.
- 1.44 **Transitional Services:** The programs and services provided to inmates that will help facilitate their reintegration back into free society. These services include, but are not limited to, employment placement, employment development, educational programming, substance abuse counseling, re-entry programming, and faith-based activities.
- 1.45 **Use of Force:** The physical force used on an inmate, only when and to the degree that is reasonably necessary, to control a situation.

- 1.46 **Value-Added Service:** Advanced and/or additional services provided to the Department that include new and innovative technologies relating to the CRC services sought, at no additional cost to the Department.
- 1.47 **Vendor or Respondent:** The organizational entity serving as the primary Vendor with whom a Contract will be executed. The term Vendor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the primary Vendor.
- 1.48 **Work Release Inmate:** An inmate who participates in the paid employment portion of the CRC.
- 1.49 **WRIMS:** The Work Release Inmate Monitoring System or website application used daily by facility staff to record information related to the facility operations and security management.

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## **SECTION 2 – INTRODUCTION**

### **2.1 Background**

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (Department) is responsible for the supervisory and protective care, custody, and control of all inmates. The Department is the third (3<sup>rd</sup>) largest state prison system in the country, with a budget of \$2.4 billion, 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 ITN), 33 work camps, four (4) road prisons, two (2) forestry camps, one (1) boot camp, 19 contracted community release centers, 13 Department-run community release centers, and four (4) reentry centers.

The Department has divided the State into four (4) regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). A map of the regions, and corresponding facilities, is included as Attachment I. Each major institution is supervised by a Warden, who has full responsibility for the operation of the institution and all associated satellite facilities. Each Warden reports to the Regional Director of Institutions for their assigned region.

The Department has operated a community work release system since 1968, through the use of community correctional centers, now known as Community Release Centers (CRCs). These centers provide housing, employability, and transitional services for employed inmates who are nearing re-entry back into society. It has become apparent that employment opportunities and transitional services provided to inmates can be enhanced through the outsourcing of CRCs.

Through the Department's readiness efforts, a high priority is placed on the preparation for release by providing inmates varying levels of services based on criminogenic needs. Criminogenic needs are those factors that are associated with recidivism and can be changed (e.g. antisocial attitudes, criminal peers, substance abuse, education, employment, satisfaction with family life, and financial wellbeing). In this context, it is widely accepted that correctional programs should target the traditional needs listed above through social learning and cognitive-behavioral treatment modalities (Andrews & Bonta, 2003; Andrews, Zinger et al., 1990; Antonowicz & Ross, 1994; Garrett, 1985; Gendreau, 1996; Izzo & Ross, 1990; Lipsey, 1992; Lipsey, Chapman, & Landenberger, 2001; Lösel, 1995; Pearson, Lipton, Cleland, & Yee, 2002). Accordingly, a range of services and interventions should be provided that target the specific crime-producing factors of inmates. Through the development of concrete plans, including specific treatment plans, participation in therapeutic activities and various other components that include education, vocation, work-release assignments, employment, and other transitional services, the Department makes every effort to provide inmates the necessary tools to transition from prison to the community. It is the Department's goal to develop, improve, and ready the people in its care to return to their homes and become productive citizens who are equipped to move forward, and not return to prison.

### **2.2 Statement of Purpose**

The Department is seeking Replies, from interested and qualified Vendors, who have a minimum of three (3) years of business/corporate experience within the last five (5) years in the provision of community-based criminal justice re-entry dynamic readiness programming and aftercare services within Community Release Center (CRC) programs.

The Department intends to award multiple Contracts from this solicitation, for services to be provided in Duval, Hillsborough, Orange, Pinellas, Seminole, and Volusia, counties but reserves the right to award the ITN to, either one (1) Vendor statewide or to multiple Vendors for multiple counties, based upon an award in each County.

The Department is seeking qualified Vendor(s) to provide facilities and services located in Duval, Hillsborough, Orange, Pinellas, Seminole, and Volusia counties, with qualified staff to deliver a two (2) phase program consisting of dynamic readiness programming, followed by a period of paid employment within the CRC environment for male and female inmates. Services will include operation of each facility, security, supervision, housing, care, meals, employability skills, licensed aftercare services, cognitive-behavioral interventions, parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services to enhance the inmate's successful reintegration back into society. Approximately 35% of the beds will be designated for dynamic readiness programming, and 65% of the beds will be designated for paid-employment. All of the available CRC bed space contracted by the Department shall be solely dedicated and reserved for Department inmates. The number of awarded beds will be determined by the Vendor's response to this ITN and the resultant Contract. The Department reserves the right to increase or decrease the bed allocations based on Department need and the appropriation of funds.

### **2.3 Procurement Overview**

The Department is requesting competitive sealed replies from responsible Vendors to establish a multi-year Contract for the provision of dynamic readiness programming and paid employment program services within the CRC environment to offenders in the Department's care. The Department is interested in considering value-added services that would be beneficial to or otherwise complement the services required by this ITN.

The process for evaluating and selecting a Contractor will involve two phases. The first phase involves evaluation of the submitted replies to the ITN, which will result in the selection of Respondents to proceed to the negotiation phase. In the second phase, Respondents will be asked to provide a presentation of their proposal. This phase also includes negotiation of a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Respondents receiving a request to submit a Best and Final Offer (BAFO) that will include: (1) a revised statement of work; (2) a final Contract to either a single statewide Contractor or a Contractor for the North area and a Contractor for the South area.

### **2.4 FDC Goals**

The Department is looking to not only continue providing, at a minimum, the levels of care required by law and rule, but also achieve strategic improvements in the areas of rehabilitative programs that support the improvement and readiness of inmates in the Department's care.

The intent of this ITN is to contract with Vendors who will assist the Department in meeting these goals.

#### **2.4.1 Specific Goals of this ITN**

- Provide individual programming and services to inmates with an identified need;
- Promote a continuum of care established at reception that continues until successful reentry into the community;
- Increase the number of inmates that receive individualized services prior to release;
- Increase the number of inmates gainfully employed above the poverty level at the time of release;
- Establish a flexible Contract, with transparency of service costs and better alignment of costs with services;

- Establish a Contract that allows the Vendor to bring market expertise and an ability to shape strategy, to lower the cost of Vendor-owned CRCs, and maximize the benefits to the Department;
- Ensure a smooth transition/continuation of services from the current Contract to a new Contract without disruption;
- Award to the Vendor that applies technical and operational expertise to ensure a smooth continuation of services with minimal risk;
- Ensure pricing that is cost effective throughout entire term of the resulting Contract; and
- Establish a collaborative relationship, with the prospective Vendor, which will maximize the extent to which the Department can achieve the objectives of this ITN.

## **2.5 Facility Implementation Plan and Transition of Service**

The Vendor must have the ability to implement service delivery, as described herein, on a date agreed upon by both the Vendor and the Department. However, the Department anticipates full implementation of services no later than December 1, 2017. As part of its Reply to this ITN, each Vendor must provide an Implementation Plan, including a timeline for transition at each CRC location included in its response, and a detailed description of the transition plan for delivery of services. The need for these services is immediate; delivery time is of the essence.

The Department is aware that Vendors may not have a final site purchased or leased at the time of Reply submission. However, by submitting a Reply, the Vendor certifies that any such site shall meet all requirements governing the operation of CRC's (also known as Community Correctional Centers) provided by law, rule or regulation, and as specified in this ITN.

Prior to final Contract execution and implementation of services, the Department will verify that the awarded Vendor's facility/site has complied with the following requirements:

- Section 944.033(4), F.S. for establishing Community Correctional Centers;
- Rule 33.202.101, Florida Administrative Code (F.A.C.), Public Hearings on Community Correctional Centers;
- All applicable county, city zoning, and land use requirements;
- The facility is licensed by the Florida Department of Children and Families (DCF) in accordance with Rule 65D-30 F.A.C.; and
- Has met all facility requirements as outlined in this ITN.

Subsequent to the award of any resultant Contract, a preliminary facility site inspection will be scheduled by the Department. It is anticipated that this preliminary site visit will be scheduled no later than 15 business days after award. The Vendor will receive a written report from the Department of the preliminary findings within five (5) working days of the preliminary inspection. A final site inspection is anticipated to occur no later than 45 days after Contract Award, unless an exception to this is requested by the Vendor and approved by the Department.

After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Vendor 10 business days from the receipt of the report to correct identified deficiencies. An inspection confirming that all deficiencies have been corrected will then be conducted. Failure to correct deficiencies after 10 business days of receipt of the report may result in the Vendor being deemed non-responsive and the Department may move to award this solicitation to the next highest ranking responsive Vendor.

The Department reserves the right to revise the timeline, and/or cancel this ITN, as it deems necessary, in its best interest, or in the best interest of the State.

## 2.6 Term of Contract

It is anticipated that the initial term of any resulting Contract shall be five (5) years. Additionally, the Department may renew the Contract for up to five (5) years, or portions thereof. Any renewal shall be contingent, at a minimum, upon satisfactory performance by the Vendor, as determined by the Department, and will be subject to the availability of funds. If the Department desires to renew the resulting Contract, it will provide written notice to the Vendor no later than 120 days prior to the Contract expiration date.

In the event any resulting Contract is terminated early by either party, the Department reserves the right to procure services from the next highest ranking responsive and responsible Vendor.

## 2.7 Pricing Methodology

The Department is seeking pricing that will provide the best value to the State; therefore, interested Vendors must submit a Cost Reply, utilizing the Price Information Sheets, Attachments II thru VII. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective, and innovative, solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Sections 4.10 and 4.11.

The successful Vendor shall be paid for each occupied bed that receives services, as described in Section 3 of this ITN. However, during program start-up, the Vendor shall be reimbursed at 80% of the contracted beds, beginning the day the first inmate is placed at the facility until the actual bed count reaches 80%. The Department will make every effort to maintain 100% occupancy of the contracted beds. After program start-up, and bed occupancy reaches more than 80%, the Vendor shall request payment for the actual number of occupied beds. If at any time thereafter, based on the Department's inability to place inmates, and through no fault of the Vendor, the facility occupancy drops to less than 80%, the Vendor will be paid for 80% of the available contracted beds, until the time when the occupancy increases to 80% or higher.

## 2.8 Resources

The Department is providing the following resources that may be helpful to Respondents in developing and proposing appropriate solutions, implementation and transition approaches, and operations and pricing that best meets the needs of the Department. In order to gain a comprehensive understanding of the current services, Respondents are strongly encouraged to review the information contained in these links.

Pricing and utilization data are based on costs from fiscal year 2011/2012 (the last year the Department was responsible for the provision of health care services). Many exhibits contain multiple files. In addition, some exhibits contain information on health care services and/or correctional institutions that may not be covered by this ITN. The Contractor may disregard any information that does not pertain to this ITN.

- Original Work Release Center Programs Contracts:

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2489>

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2495>

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2447>

<https://facts.fldfs.com/Search/ContractDetail.aspx?AgencyId=700000&ContractId=C2496>

- All current Department policies, procedures, and Program Services Bulletins (except those identified as “Restricted.”)

<http://dcweb/co/pm/500.html>

Some of the Department’s procedures are identified as “Restricted” and are not available for public viewing. Restricted Department procedures will be made available to interested Vendors for the development of Replies. To obtain a copy of the restricted procedures, Vendors shall email a signed copy of Attachment XVI, Nondisclosure Agreement for Restricted Information, to the Procurement Officer, along with their Express Mail (i.e., FedEx, UPS) account number to cover the cost of shipping. Once the signed agreement is received by the Procurement Officer, the Department will provide the restricted procedures on a CD to the Contractor, via overnight mail or via email, depending on the file size.

If you have trouble accessing any of the documents, contact the Procurement Officer.

Note: Exhibits are provided for estimating purposes only. All possible efforts have been made to ensure the information contained in the resource documents is accurate, complete, and current.

### **SECTION 3 – SCOPE OF SERVICES**

#### **3.1 General Description of Services**

The Department is seeking Vendor-Owned Community Release Centers (CRC). Services to be provided will include operation of each facility, security, supervision, housing, care, meals, licensed aftercare service, employability skills, cognitive-behavioral interventions, parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services to enhance the inmate’s successful reintegration back into society. Services will be provided in two (2) phases consisting of dynamic readiness programming for three (3) to four (4) months, followed by a period of paid employment for the time remaining before release. These services are for inmates who meet the criteria for participation in a CRC as referenced in Rule 33-601.602, F.A.C. The services described herein will be required in any resultant Contract.

Based on the mission and/or the needs of the inmate population and available funding, the Department reserves the right to require the Vendor to adjust the number of inmates served, adjust the type or length of service that is provided, and increase or decrease the number of staff positions required to provide the services requested under a resulting Contract. This may include, but is not limited to, the Vendor providing different program types or a combination of program types other than those originally contracted, or increasing or decreasing the number of hours the Vendor’s staff may be required to work. Therefore, the Vendor should be prepared, in advance, to make any necessary changes in program design or requirements, service provision, service locations and/or staffing levels. The Department shall provide written notice to the Vendor, through a Contract Amendment, thirty (30) days in advance of any required changes that affect the Vendor's staffing levels and service locations, per Section 5.21, Modifications after Contract Execution.

The services to be negotiated through this ITN shall meet any minimum requirements set forth in this ITN:

- 3.1.1** The Vendor-owned CRC operated by the awarded Vendor(s) will be under the umbrella of a Department Institution (Parent Institution), within the same geographical area, in which the Warden will provide oversight and limited classification services.
- 3.1.2** The Department will not furnish administrative functions or support services, (e.g., support staff, telephone service, secretarial or clerical support) to the Vendor. All staff provided under any resulting Contract will be hired by the Vendor, and will not be considered employees of the Department.
- 3.1.3** The Vendor will provide services as specified herein and shall be compensated for the services specified herein at a fixed price, per diem rate established by their prices submitted in response to this ITN, per occupied dynamic readiness bed and CRC paid employment bed.

The Vendor will be permitted to supplement the CRC paid employment bed per diem rate by retaining a subsistence fee from an inmate's paid employment, to be determined based on the proposed Vendors per diem rate. In accordance with Rule 33-601.602(11)(d), F.A.C.: "All inmates participating in community work release programs shall be required to pay 55% subsistence, which shall be computed by factoring .55 (55%) times the inmate's net earnings." The subsistence fee is subject to the limitation that the total operating cost per diem, per inmate for CRC (per diem Contract payment plus subsistence fee retained) shall not exceed the Department's average operating cost, as posted in the previous year's Annual Report. See Rule 33-601.602(11)(e), F.A.C. ("Subsistence deductions will not exceed the State's actual cost to incarcerate the inmate, as computed on a per diem basis.") The present daily average operating cost is \$51.65. This amount is subject to change annually with the publication of the FY2015-16 Annual Report and future reports. The Department's current Annual Report can be found on the Department's public website [http://www.dc.state.fl.us/pub/annual/1415/FDC\\_AR2014-15.pdf](http://www.dc.state.fl.us/pub/annual/1415/FDC_AR2014-15.pdf).

## **3.2 Service Locations**

### **3.2.1 Service Location Changes**

The Department reserves the right to require the Vendor to change a service/program site location, if it is determined to be inaccessible, inconvenient, or unsuitable for provision of services to inmates under the resultant Contract. In addition, the Department reserves the right to add, delete, or change service delivery locations upon 30 calendar days' written notice, if it is in the best interest of the Department. Such changes, additions, or deletions may be accomplished by a formal Contract amendment. The Vendor shall change the site location, as soon as possible. The new location must be in compliance with Section 2.5 of this ITN.

With prior notification and approval from the Department, the Vendor may relocate a CRC to another Vendor-owned site as long as it remains in the same community/geographical location, is at no additional cost to the Department, and the facility meets all requirements of this ITN, including Section 2.5. Such approval will be followed by a formal Contract amendment.

## **3.3 Rules and Regulatory Requirements**

- 3.3.1** All services provided must meet all applicable local, State and federal ordinances, laws, rules and regulations governing the operation of a CRC or related facility. In addition, CRC services must be provided in accordance with all Rules of the Department, as contained in Chapter 33, 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 local, State, federal or program requirements change during the course of this Contract, the updated regulations and requirements will take precedence.

- 3.3.2** The laws, rules and regulations referenced in this solicitation are incorporated herein by reference and will be made a part of the resulting Contract. The Department reserves the exclusive right to make any and all determinations which it deems are necessary to protect the best interests of the State of Florida and the health, safety, and welfare of the Department's inmates and or 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.
- 3.3.3** 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 Contractor's performance to ensure compliance with all rules, regulations, and requirements contained herein.
- 3.3.4** The Vendor and the Department shall work cooperatively to ensure service delivery in complete compliance with all such mandates and requirements.
- 3.3.5** All services provided under any resultant Contract must meet the applicable requirements of Title 41 Code of Federal Regulations (CFR) Part 2, the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 CFR, Parts 160, 162, and 164, Chapters 397 and 415, F.S.; Chapter 33 and Rule 65D-30, F.A.C., Code of Ethics and Conduct for Addiction Professionals of Florida, and any additional applicable local, State and federal laws, rules and regulations.
- 3.3.6** The Vendor agrees to modify its service delivery in order to meet or comply with changes required by operation of law or due to changes in practice standards or regulations, or as a result of legal settlement agreement, consent order, or change in the Department's mission. Any changes in the scope of service required to insure continued compliance with State or Federal laws, statues, or regulations, legal settlement agreement or consent order, or Department policy, will be made in accordance with Section 5.21, of this ITN.
- 3.3.7** In addition to all other rules, regulations and requirements referenced herein, the Vendor shall comply with the following rules:
- a. Rule 33-602, F.A.C., Security Operations, including, but not limited to, Inmate Property, Searches of Inmates, Inmate Telephone Use, and Use of Force;
  - b. Rule 33-601, F.A.C., Classification and Central Records, including, but not limited to, Inmate Discipline, Community Release Programs, Inmate Visiting, Furloughs, Gain Time, and Confidential Records;
  - c. Rule 33-103, F.A.C., Inmate Grievance Procedure;
  - d. Rule 33-208.002, F.A.C., Rules of Conduct; and
  - e. Rule 33-507, F.A.C., Substance Abuse Program Services. The Vendor shall ensure that any substance abuse services provided are in accordance with Chapter 397, F.S., Substance Abuse Services; Rule 65D-30, F.A.C., Substance Abuse Services Office; Title 42, Chapter 1, Part 2, CFR, Confidentiality of

Substance Use Disorder Patient Records; and any other applicable statutory or rule provisions.

**3.3.8** In addition to all other rules, regulations, and requirements referenced herein, the Vendor shall comply with the following Department Procedures:

- a. Health Services Bulletin No. 15.07.02, Health Services for Inmates in Community Facilities; and
- b. Procedure 602.010, Drug Testing of Inmates.

**3.3.9** The Vendor shall ensure that the CRC complies with applicable Rules of the State Fire Marshall, and applicable Uniform Fire Safety Standards found in Chapter 633, F.S., Fire Prevention and Control.

**3.3.10** The Vendor shall comply with Section 944.516(1)(h), F.S., and Rule 33-203.201, F.A.C., Inmate Trust Fund.

**3.3.11** The Vendor shall ensure that all of the work and materials comply with all local, county, State and federal laws, rules, ordinances, and regulations, as well as, with any directive provided by inspectors appointed by proper authorities having jurisdiction at each Department facility. Should violation of codes, laws or statutes, or ordinances occur relating to the ITN, the selected Vendor shall correct the situation at no cost to the Department, including payment of any fines or penalties associated with the violation.

**3.3.12** 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 resultant Contract."

**3.3.13** The Vendor shall be responsible for all costs, including, but not limited to, survey costs, necessary to secure any easements required by the Florida Department of Environmental Protection, Division of State Lands, for the installation, operation and maintenance of, and modifications, upgrades, and repairs to the system.

### **3.4 Confidentiality**

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

### **3.5 Department Responsibilities**

The Department will be solely responsible for the referral of the inmate to the CRC, and will complete a screening/assessment for each inmate. The Department will work in partnership with the Vendor to coordinate the placement of inmates in the Program.

**3.5.1** Department staff, unless other arrangements are approved in writing by the Department's Contract Manager, or designee, shall conduct random and reasonable suspicion urinalysis testing on inmates at the Vendor's CRC facility. Only Department-issued testing supplies are authorized to be utilized for urinalysis testing.

- a. Random Testing: The Vendor will receive directions from the Parent Institution of the schedule and names of inmates to be tested as part of the Department's random urinalysis testing.
- b. Reasonable Suspicion Testing: Inmates suspected of involvement with drugs or alcohol will be subject to reasonable suspicion testing, upon direction of the Facility Director at the program CRC facility, or Department Staff.
- c. Furlough Testing: Inmates who participate in the furlough program are subject to drug testing upon return to the Vendor's facility. Any testing should be based upon the selection criteria determined by the Warden of the Parent Institution, in accordance with Department Procedure 602.010, Drug Testing of Inmates.

Any Vendor staff authorized to perform testing, pursuant to written approval from the Department's Contract Manager, or designee, shall be trained by the Department in the testing process, including administration and interpretation of the on-site testing device, maintenance of chain-of-custody, handling, and disposition of urine specimens, in accordance with Department Procedure 602.010, Drug Testing of inmates. In the event that Vendor staff is approved to perform testing, the Department will provide test devices and supplies to the Vendor. All urinalysis-testing results shall be documented and provided to the Parent Institution. Any inmate testing positive shall be automatically terminated from the Vendor's program. A positive test result will result in an assessment against the inmates account for the cost of the test.

## 3.6 Service Areas

### 3.6.1 General Management

#### 3.6.1.1 Description

The Vendor will be responsible for overall program management for the provision of criminal justice/re-entry/work release type program services in CRCs located in counties specified herein. This includes the following areas of responsibility:

- a) Deliverables: Ensure delivery of all Contract deliverables, as defined in Section 3.6;
- b) Presentations: Create, maintain, and deliver presentations on the CRC, and its operational performance;
- c) Impact Analyses: Perform and present impact analyses on how potential rule, or statute changes may impact services, costs and success;
- d) Analytics: Compile, maintain, and produce statistical information, related to CRCs, which the Department can use to make changes, and improvements, in the delivery of said services;
- e) Contract Compliance: Monitor Contract responsibilities and performance, ensure compliance, and report metrics, including areas for improvement, on a monthly basis; and
- f) Service Function Oversight and Success: Provide oversight of each of the following service functions:

- General Program Management;
- Dynamic Readiness Programming;
- Program Facility Requirement; and
- Information Technology Software Requirement.

Oversight includes:

- Resource Planning;
- Risk and Issue Management;
- Change Control;
- Budget Control; and
- Quality Assurance.

### 3.6.2 General Program Management Requirements

General Program Management Requirements (GPM)	
No.	Requirement
<b>GPM-001</b>	The Department shall maintain discretion over, and shall be responsible for the placement of inmates in the CRC facility. The Department will work in partnership with the Vendor to coordinate placement of inmates into the Vendor's program. The Vendor will be encouraged to assist inmates in obtaining job placements that maximize inmate earnings. The better jobs will result in higher hourly wages earned by the inmates, resulting in maximized subsistence fees to be retained by the Vendor. Subsistence fees are based on hourly rates of pay and deductions allowed after Net-Earnings.
<b>GPM-002</b>	The Vendor shall provide staff, materials, supplies, and equipment to manage and operate the CRC, in accordance with all applicable federal, State and local laws, rules and regulations, and other requirements governing operation and maintenance of the facility.
<b>GPM-003</b>	The CRC shall be staffed and operational 24 hours per day, seven (7) days a week, and each day of the year. Employability skills, cognitive-behavioral interventions, parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services shall be provided during the first three (3) to four (4) months at the CRC Center. Licensed aftercare services, when continuing into the period of paid employment, shall be provided at times that will accommodate the majority of inmates' work schedules. The Department's Contract Manager, or designee, shall approve, in writing (email acceptable), the daily activity schedule of program services within 15 days of Contract execution and prior to any revisions.
<b>GPM-004</b>	<p>The service location shall be located within 45 miles of the Parent Institution and at a Department-approved site. The Program must be segregated from any other populations housed at the same facility, or on the same grounds. The specific site will be designated in the resulting Contract.</p> <p>Each service location shall meet all State, county, and city zoning, permitting, land use, and licensing requirements at the time of the facility final inspection (prior to Contract execution), as well as any other requirements necessary to operate the service location. The Vendor shall provide such documentation as part of the preliminary and/or final site inspections, and any changes or revisions to the Department's Contract Manager, or designee, upon request at any time during the Contract period. The Vendor shall notify the Department of any zoning changes, notices, or challenges from zoning bodies or complaints from citizens or other entities regarding operation of the service location within 72 hours of receipt of the charges, notice, challenge, or complaint.</p>

**General Program Management Requirements (GPM)**

<b>No.</b>	<b>Requirement</b>
<b>GPM-005</b>	<p>The Vendor shall be required to provide at a minimum, the services specified below, but not limited to:</p> <ul style="list-style-type: none"> <li>a. A facility/site which provides housing in a clean, safe environment;</li> <li>b. Sufficient number of qualified staff to operate the facility and programs;</li> <li>c. Three (3) nutritious, balance meals per day prepared, as specified in Requirement GPM-061 of this ITN, available on-site and including preparation of sack lunches for inmates employed away from the CRC during scheduled meal times (if the meal cannot be consumed on site for these inmates);</li> <li>d. Job development, job placement, and job retention services;</li> <li>e. Access to transportation, as required by Department rules and regulations; and</li> <li>f. Personal financial management instructions.</li> </ul>
<b>GPM-006</b>	<p>The Vendor shall ensure that each inmate reads the Department-provided program rules, signs the appropriate form indicating that they have done so, and agrees to abide by them. The signed form should be filed in the inmate's case file. Each inmate shall thereafter be required to strictly comply with the rules of the program, In addition, the Department's Policy on Inmate Discipline (Rule 33-601.301, F.A.C.) shall be followed.</p>
<b>GPM-007</b>	<p>The Vendor shall provide transportation, at no cost to the inmates, within the program for any off-site activities, as approved by the Warden, or designee, of the Parent Institution. This includes non-disciplinary travel to the Parent Institution, other FDC facilities, or other off-site locations approved by the Warden, or designee (i.e. medical, GED testing, etc.).</p>
<b>GPM-008</b>	<p>The Vendor shall not permit any weapons or illegal substances on the grounds of the facility.</p>
<b>GPM-009</b>	<p>The Vendor shall be responsible for providing, and regularly updating, all program materials, including Department-approved curriculum, audiovisual materials, workbooks, educational and vocational materials, and any other program materials. This shall include materials for inmates with exceptional educational or other disability needs.</p>
<b>GPM-010</b>	<p>The Vendor shall maintain an administrative office and contact person in Florida. This contact person shall have the ability to travel, meet, and work directly with the Department's Contract Manager, or designee.</p>
<b>GPM-011</b>	<p>The Vendor shall be responsible for providing all office supplies, including postage, mailing supplies, copy paper, and ink cartridges. The Vendor shall also be responsible for providing all program staff equipment including furniture, telephones, office equipment, computers, software, copy machines, printers, and required data lines for Work Release Inmate Monitoring System (WRIMS) and Offender Based Information System (OBIS) access, according to Department specifications. The Vendor shall have Internet access and maintain a current, active email address at all times, for the duration of the resulting Contract.</p>
<b>GPM-012</b>	<p>The Vendor shall ensure that staff attends all Department-mandated meetings and training, as they pertain to the services provided under the resulting Contract. The Department will provide, and the Vendor shall require, all employees to complete the mandatory in-service training for institutional non-certified staff, as outlined in the Department's Master Training Plan. The Vendor shall be responsible for all expenses incurred for sending staff to training events including transportation, meals, and per diem expenses. The Department will assist in providing the minimum training required for maintenance of certification for staff hired as certified in accordance with Chapter 943, F.S.</p>
<b>GPM-013</b>	<p>The Vendor shall be responsible for First-Aid training, CPR training, and any additional follow-up expenses for Vendor staff. Vendor staff must provide documentation of</p>

**General Program Management Requirements (GPM)**

No.	Requirement
	certification to the Parent Institution's Environmental Health and Safety Officer (EHSO), and maintain copies in the Vendor's personnel file for review, upon request.
<b>GPM-014</b>	The Vendor shall ensure its staff (including subcontractor staff), performing services under any resultant Contract, are screened and/or tested for Tuberculosis (TB) prior to the start of service delivery, as appropriate, and screened/tested annually thereafter, as required by Department Procedure 401.015, <i>Employee Tuberculosis Screening and Control Program</i> . The Vendor shall provide the Department's Contract Manager, or designee, with proof of the testing prior to the start of service delivery, for all staff members, and annually thereafter. The Vendor shall maintain copies in its personnel file for review, upon request. The Vendor shall be responsible for obtaining the TB testing and screening/testing and shall bear all costs associated with the TB screening/testing.
<b>GPM-015</b>	The Vendor shall comply with the Department's Procedures 507.202, <i>Substance Abuse Programs Admissions-Institutions</i> , and 507.203, <i>Substance Abuse Program Completion or Termination-Institutions</i> , and any revisions or updates, when admitting, discharging, or re-admitting inmates to the program.
<b>GPM-016</b>	The Vendor shall ensure that each inmate signs the appropriate Release of Information forms so that authorized Department staff have access to required inmate information. In order to release information to employers or service providers, a release of information shall be obtained from the inmate utilizing Department Form DC4-711B. The Vendor shall adhere to Rule 33-601.901, F.A.C., Confidential Records.
<b>GPM-017</b>	The Vendor's Clinical Supervisor, as described in GPM-030 is responsible for ensuring that all clinical files are complete and current, that information in each file is protected with respect to confidentiality laws, and that auditing of the files occurs on a regularly scheduled basis. The Vendor shall also ensure that information contained in all clinical files is consistent with information entered into the OBIS. The Department will provide the Vendor with current information from OBIS in either hard copy format or by allowing electronic access. The Department's Contract Manager, or designee, will coordinate electronic access.
<b>GPM-018</b>	The Vendor shall be responsible for maintenance of all Program records, including but not limited to, a monthly enrollment and discharge report, program service plans, progress notes, releases and recommendations, in accordance with Chapter 397, F.S., Rule 65D-30, F.A.C., and Department Procedures/Manuals and their updates. A clinical file shall be established, by the Vendor, for every inmate enrolled in the Program. In addition, the Vendor shall comply with all rules established by the Department concerning record keeping, including the sole use of Department-approved program forms. All clinical files shall be maintained in a secure file cabinet, at the CRC location.
<b>GPM-019</b>	The Vendor shall pay for all costs associated with local, State and federal licenses, permits and inspection fees required to provide services. All required permits, zoning and licenses shall be current, maintained on-site, and a copy submitted to the Department's Contract Manager, or designee, upon request.
<b>GPM-020</b>	The Vendor shall be responsible for reimbursing the Department monthly for their portion of contract monitoring activities in the amount of \$2,180.60, which includes expenses for salary, benefits, supplies, and travel. At the Departments sole discretion the salary and expenses of the Contract Monitor position may be adjusted annually, subject to legislative appropriation.
<b>GPM-021</b>	The Vendor shall conduct intake on each inmate within 24 hours of admittance into the CRC, and complete a full orientation with each inmate within five (5) business days of admittance. Documentation of intake and orientation shall be documented on the Personalized Program Plan (PPP), as outlined in Requirement GPM-025, and maintained in the inmate's case file.

**General Program Management Requirements (GPM)**

<b>No.</b>	<b>Requirement</b>
<b>GPM-022</b>	Immediately upon the inmates' arrival at the CRC, the Vendor shall notify the Officer-In-Charge (OIC) at the Parent Institution and shall complete the Department Form DC6-102 Letter of Notice. The inmate shall be furnished a copy of the Letter of Notice Form DC6-102, and must agree to abide by the conditions of the Letter of Notice, as indicated by the inmate's signature. An inmate who refuses to sign the Letter of Notice after being admitted shall immediately, without delay, be returned to the physical custody of the Department at the Parent Institution.
<b>GPM-023</b>	A health appraisal will be completed, utilizing Department Form DC4-750, and will be signed by the inmate and the Vendor's staff member performing the intake.
<b>GPM-024</b>	<p>Upon Contract execution, the Vendor shall provide a copy of the Orientation Program to the Department's Contract Manager, or designee. The topics to be addressed in the Orientation Program for all inmates entering the CRC shall include, but not be limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Facility rules and regulations, inmate handbook, daily schedule procedures, expected behavior and, duties and responsibilities while at the CRC;</li> <li>b. Facility privileges including visitation, shopping trips, religious services, and furloughs;</li> <li>c. Needs-based Dynamic Readiness Programming and Aftercare to be provided;</li> <li>d. Employment services available, including job development, placement, and retention; and</li> <li>e. Management of personal funds and financial responsibilities.</li> </ul> <p>The Vendor shall establish a written policy/procedure to compensate for inmates with language or literacy barriers, in order to prevent them from misunderstanding any of the above topics. Inmates shall sign a Certificate of Orientation Department Form DC6-126, upon completion of the orientation program, which shall be retained in the inmate's case file.</p>
<b>GPM-025</b>	The Vendor shall assess each inmate's substance abuse, educational, vocational, employment, and re-entry needs. The Vendor shall also identify long term goals and areas requiring immediate attention for each inmate, and develop a PPP on the inmate within 14 calendar days of arrival, using Department Form DC6-118A or electronic documentation in WRIMS. The Vendor shall be given the rights to access WRIMS upon Contract execution. The PPP shall facilitate successful re-entry to the community following incarceration. Any revisions to the PPP shall be made on the PPP Modification Form DC6-118B and kept in the inmate's case file or electronically entered in WRIMS. The Vendor shall meet with each inmate, at least monthly, to review the PPP and to evaluate and discuss the inmate's performance and progress in the Program. Verbal feedback shall be provided to the inmate, and the Vendor shall document the review on the Monthly Progress Report Form DC6-118C, in the case file or electronically in WRIMS.
<b>GPM-026</b>	The Vendor shall prepare a Case File for each inmate upon facility intake. This case file shall be housed and maintained at the CRC until the inmate is discharged from the facility, at which time, the Clinical File, will be released to the Parent Institution. The Vendor shall share all information and records pertaining to inmates with Department staff, upon request. The Vendor shall comply with record-keeping requirements relating to documentation of inmate admission, employment, program services rendered to inmates, referrals to community providers, incident reports, and other similar information. The inmate's official record (master file) for inmates housed at the Vendor's CRC will be maintained by the Department. All Case Files shall contain documentation as required by the service specifications of the resulting Contract, including, but not limited to the following:

**General Program Management Requirements (GPM)**

No.	Requirement
	<ul style="list-style-type: none"> <li>a. Classification and Admission Summary;</li> <li>b. Photograph and Identification (ID) Sheet (Form DC3-322);</li> <li>c. Checklist for Transfers To Community Release Program Facilities (Form DC6-127);</li> <li>d. Monetary Reimbursement Agreement (Form DC6-123);</li> <li>e. Letter of Notice (Form DC6-102);</li> <li>f. Certificate of Orientation (Form DC6-126);</li> <li>g. Acknowledgement of Grievance Orientation (Form DC1-307);</li> <li>h. Request forms/informal grievances and responses (Form DC6-236);</li> <li>i. Personalized Program Plan (Form DC6-118A), if not in WRIMS;</li> <li>j. Personalized Program Plan Modification Plan (Form DC6-118B), if not in WRIMS;</li> <li>k. Monthly Progress Reports (Form DC6-118C), if not in WRIMS;</li> <li>l. Authorization for Use Disclosure Inspection and Release of Confidential Information (Form DC4-711B);</li> <li>m. Employer's Community Work Agreement (Form DC6-124);</li> <li>n. Furlough Sponsor Agreement (Form DC6-152);</li> <li>o. Type B Furlough Request (Form DC6-179);</li> <li>p. Inmate Personal Property List (Form DC6-224);</li> <li>q. Inmate Impounded Personal Property List (Form DC6-220), if applicable;</li> <li>r. Contact Card (Form DC6-256);</li> <li>s. Corrective Consultations (Form DC6-117), if applicable;</li> <li>t. Inmate Program Participation Screen DC32 and DC72 (Screen Prints);</li> <li>u. Inmate Program Achievement Screen DC34 (Screen Prints);</li> <li>v. Cell Phone Rules and Regulations (Form DC6-2075); and</li> </ul> <p>Community Release Center Electronic Monitoring Equipment Assignment Rules (Form DC6-199).</p>
<b>GPM-027</b>	<p>The Vendor shall prepare a Health Records File for each inmate upon intake. The Vendor shall share all information and records pertaining to inmates with Department staff, upon request, in compliance with the Health Insurance Portability and Accountability Act (HIPAA). All health record files shall contain documentation, as required by this ITN and the resulting Contract, and at a minimum, shall contain:</p> <ul style="list-style-type: none"> <li>a. Medical information; and</li> <li>b. Community Facility Health Appraisal (Form DC4-750).</li> </ul>
<b>GPM-028</b>	<p>The Vendor shall maintain a daily log in WRIMS that shall provide a daily record of activities and a method for information exchange between work shifts. This method of information exchange may take the place of briefings, and shall provide updates as to the status of the facility and inmates in order to assist Vendor staff in managing any issues that might arise during the shift.</p> <p>The daily log shall be approved in WRIMS by the designated supervisor at the end of each shift and indicate the CRC inmate count, time of staff change and responsible staff. The log shall include, but not be limited to, the following information:</p> <ul style="list-style-type: none"> <li>a. All inmate counts;</li> <li>b. Escapes;</li> <li>c. Receipt of new inmates;</li> <li>d. Transfer, release, or termination of inmates;</li> </ul>



**General Program Management Requirements (GPM)**

No.	Requirement
	<ul style="list-style-type: none"> <li>e. Arrivals and departures of staff, visitors, and/or Department staff;</li> <li>f. Inmates who must be picked up at a specific time and location;</li> <li>g. Status of inmates out on furloughs;</li> <li>h. Special permission given to any inmate to do something that will take place during the incoming staff's shift;</li> <li>i. Any unusual occurrences at the CRC during the preceding shift; and</li> <li>j. Any other important information which the incoming staff should be aware of.</li> </ul> <p>Upon written notice to the Vendor, the Department may direct that additional information be kept on the daily log.</p> <p>The Vendor shall ensure that the daily logs correctly document the required information, as they may be used in subsequent investigations, court cases, litigation or program audits.</p>
<p align="center"><b>GPM-029</b></p>	<p><u>Vendor Staffing Requirements</u></p> <p><b>Staffing Levels:</b> The Vendor shall provide sufficient, qualified personnel to oversee the required operations of the CRC, as specified in this ITN, and in accordance with the Vendor's approved Staffing Plan.</p> <p>The minimum acceptable staffing coverage requirements are as follows:</p> <ul style="list-style-type: none"> <li>a. <b>Management/Professional Staff:</b> The Vendor shall ensure that at a minimum one (1) Management/Professional staff position is on duty at the CRC, seven (7) days per week, eight (8) hours per day, to manage CRC operations. The Vendor shall ensure that one (1) Management/Professional staff position is on-call when a Management/Professional staff position is not on duty on-site at the facility.</li> <li>b. <b>Operations Inmate Supervision:</b> To ensure public safety and adequate supervision of the inmates assigned to the CRC, the Vendor shall provide no less than one (1) staff member (Correctional/ Operational/ Security Technician, Facility Director, or Assistant Facility Director) for every 50 inmate beds contracted with the Department (50:1 ratio of inmate beds to staff). The minimum on-duty staff required shall be paid, on each eight (8) hour shift, 24 hours a day, seven (7) days a week.</li> <li>c. <b>Programming:</b> The Vendor shall ensure adequate staffing to provide the required dynamic readiness programming elements. Programming should occur when inmates are available, and not require them to miss work.</li> </ul>
<p align="center"><b>GPM-030</b></p>	<p><u>Minimum Staffing Positions</u></p> <p>The Vendor shall provide the following positions:</p> <ul style="list-style-type: none"> <li>a. <u>Facility Director</u> – A minimum one (1) position. The Facility Director shall be a full time (40 hours per week) on-site Management/Professional position responsible for the overall operation of the CRC. The Facility Director shall be the supervisor for the Vendor's staff.</li> <li>b. <u>Assistant Facility Director</u> – A minimum of one (1) position. An Assistant Facility Director position shall be a full-time (40 hours per week) on-site Management/Professional position, assisting the Facility Director, and</li> </ul>

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	<p>responsible for the overall operations of the CRC in the absence of the Facility Director.</p> <p>c. <u>Operations/Shift Supervisor (Optional)</u> – The Operations/Shift Supervisor position shall be a full time (40 hours per week) on-site Management/Professional position that assists the Facility Director and the Assistant Facility Director for the overall operations of the CRC, in the absence of both the Facility Director and the Assistant Facility Director. This position may be used to ensure minimum number of positions, as deemed necessary to maintain the required Management/Professional staffing levels.</p> <p>d. <u>Correctional Counselor/Operational/Security Technicians</u> – Correctional Counselor/Operational Technician positions shall provide supervision, counseling, custody and control, employment development and coordination, and other related services to inmates, 24 hours per day, seven (7) days a week, as required in this ITN. The minimum number of positions shall be as deemed necessary to maintain staffing levels.</p> <p>e. <u>Aftercare Counselors</u> – The After Care Counselors shall be full-time (40 hours per week) and located on-site. They will be responsible for the provision of substance abuse outpatient, aftercare, and intervention services and must carry a caseload of 50 inmates. There shall be a minimum of one (1) position for every 50 contracted beds at the facility.</p> <p>f. <u>Clinical Supervisor/Qualified Professional</u> – Clinical Supervisors must be Qualified Professionals, as defined by Chapter 397, F. S. They are responsible for the clinical supervision of staff, the clinical oversight, and clinical care of all substance abuse services provided on-site. The Vendor must have an adequate number of positions to ensure that the maximum number of cases a Clinical Supervisor provides clinical supervision services for does not exceed 160 cases.</p> <p>g. <u>Employment Specialist</u> – The Employment Specialist delivers the Employment Re-Entry Skills and Job Placement/Retention/Advancement curriculum to inmates, recruits and orients potential employers, assists with job checks, assesses inmate skill for potential employment, assists inmates with completing resumes and job applications, provides employment counseling, delivers budgeting skills curriculum, and assists inmates with their weekly budgeting skills. There shall be a minimum of one (1) position for every 85 inmates.</p> <p>h. <u>Program Facilitator/Instructor</u> – The Vendor shall provide an adequate number of teacher positions to provide academic instruction to inmates in need at a 1:25 ratio.</p> <p>i. <u>“Certified” Correctional Officers</u> – A minimum of five (5) positions, full-time/part-time. Certified Correctional Officer positions shall provide supervision, security, custody and control, and other related services to inmates, 24 hours per day, seven (7) days a week, as required in any resulting Contract. These positions may be satisfied by certifying existing Contractor staff, excluding program staff, in accordance with Chapter 943, F.S., or by hiring ex-Department employees that were certified prior to their separation of employment, whose certification has not been revoked for misconduct, and who left the Department in good standing. “Certified” Correctional Officers are only required for facilities with 100 or more</p>

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	<p>beds designated, providing work release services (paid employment) in its CRC program.</p> <p>j. <u>Electronic Monitoring Case Manager</u> – Electronic Monitoring Case Manager positions shall be provided to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters to ensure compliance with protocols of the devices. An Electronic Monitoring Case Manager shall be assigned to monitor the electronic monitoring system between the hours of 6:00 a.m. to 10:00 p.m., Eastern Time. During the timeframe when a minimum of ninety-five percent (95%) of the inmate population assigned to electronic monitoring equipment are scheduled to be in their sleeping quarters, control room staff shall be responsible for responding to, and monitoring all inmates on electronic monitoring equipment to ensure compliance with protocols of the devices. The Vendor must provide the minimum number of positions deemed sufficient to monitor equipment.</p> <p>In addition, the Vendor may establish any other additional positions deemed necessary to meet the requirements of this ITN, additional positions must be approved by the Department.</p>
<p><b>GPM-031</b></p>	<p><u>Staffing Qualifications</u></p> <p>The Vendor shall employ qualified staff who possess the appropriate skills and training to effectively execute the requirements of this Contract, and provide security and supervision commensurate with the inmate population. The required Vendor staff positions shall include the following minimum qualifications:</p> <p><u>Facility Director</u> – A minimum of a Bachelor’s degree and three (3) years’ experience in the delivery of services to residents, offenders, or inmates in the care, custody, or supervision of a federal, State, or local criminal justice system. Four (4) years of additional experience in the delivery of services to residents, offenders, or inmates in the care or custody of a federal, State or local criminal justice system in a supervisory capacity may be substituted for the Bachelor’s degree.</p> <p><u>Assistant Facility Director</u> – A minimum of a Bachelor’s degree and one (1) year of experience in the delivery of services to residents, offenders, or inmates in the care, custody, or supervision of a federal, State or local criminal justice system. Four (4) years of additional experience in the delivery of services to residents, offenders, or inmates in the care or custody of a federal, State or local criminal justice system may be substituted for the Bachelor’s degree.</p> <p><u>Operations/Shift Supervisor (Optional)</u> – A minimum of a high school diploma/GED and four (4) years of experience in the delivery of services to residents, offenders, or inmates in the care, custody, or supervision of a federal, State or local criminal justice system. A Bachelor’s degree can substitute for two (2) years of the required experience.</p> <p><u>Correctional Counselor/ Operational/Security Technicians</u> – A minimum of a high school diploma/GED.</p> <p><u>Aftercare Counselors Qualifications:</u></p>

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	<p>a. A Bachelor’s degree from an accredited college or university in any of the social sciences, and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or</p> <p>b. A Bachelor’s degree from an accredited college or university in any area of study, and three (3) years of professional experience in chemical addictions counseling and/or mental health counseling; or</p> <p>c. A Master’s degree from an accredited college or university in any of the social sciences and one (1) year of professional experience in chemical addictions counseling and/or mental health counseling; or</p> <p>d. A Master’s degree from an accredited college or university in any area of study, and two (2) years of professional experience in chemical addictions counseling and/or mental health counseling; or</p> <p>e. A Doctorate from an accredited college or university in chemical addiction counseling and/or mental health counseling; or</p> <p>f. A Doctorate from an accredited college or university in any unrelated area of study, and one (1) year of professional experience in chemical addiction counseling, and/or mental health counseling; or</p> <p>g. A current Certified as a Certified Addictions Professional (CAP), Certified Criminal Justice Addictions Professional (CCJAP), Certified Associate Addictions Professional (CAAP), or Certified Criminal Justice Associate Addictions Professional (CCJAAP); or</p> <p>h. An Associate’s degree from an accredited college or university, and four (4) years of professional experience in chemical addiction counseling and/or mental health counseling; or</p> <p>i. A high school diploma/GED, and six (6) years of professional experience in chemical addictions counseling and/or mental health counseling.</p> <p><u>Clinical Supervisor/Qualified Professional</u> – Must meet the standards of a “Qualified Professional,” as defined by Section 397.311 (25), F.S.</p> <p><u>Employment Specialist</u> – A minimum of a Bachelor’s Degree or an Associate Degree and two (2) years of full-time related work experience or high school diploma/GED, and four (4) years of full-time related work experience. Experience must be in one (1) of the following areas: personnel/human resources, marketing, human services, advertising, or other related fields.</p> <p><u>Academic Teachers /Instructor</u> – Academic teachers providing educational instruction to inmates shall possess a Bachelor’s degree from an accredited college or university and possess, or be eligible to apply for, a current State of Florida Educator’s certificate. Non-certified teachers must possess a State of Florida Educator’s Certificate, and passing scores on the General Knowledge Test within 12 months of hire. State of Florida Educator’s Professional Certificate must be obtained prior to expiration of the Temporary Certificate.</p> <p><u>“Certified” Correctional Officers</u> – At a minimum, a high school diploma/GED and a copy of Criminal Justice Standards and Training (CJSTC) Validation of Certification, and a letter of good standing upon separation from the Departments’ Human Resources Office, or shall be certified in accordance with Chapter 943, F.S.</p> <p><u>Electronic Monitoring Case Manager</u> – A minimum of a high school diploma/GED and two (2) years of experience working with computers.</p>

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	<p>The Vendor shall maintain written job descriptions that accurately describe duties for all positions performing services under any resulting Contract.</p>
<p><b>GPM-032</b></p>	<p>The Vendor shall develop a Staffing Plan that identifies the types of positions and number of personnel in each position. The Plan shall also include a typical monthly staffing schedule that demonstrates coverage, seven (7) days a week, 24 hours a day, delineating the type and number of positions on duty at every given hour/shift. The Vendor shall develop a written back-up plan for filling absences and vacancies from work for each program site. The Plan shall include how the Vendor will utilize temporary/interim staff. Temporary/interim staff members shall meet the minimum qualifications for the positions they are temporarily filling. The Vendor shall notify the Department's Contract Manager, or designee, and Warden of the Parent Institution, in writing, of any staff resignations or terminations within 48 hours. The Vendor shall ensure that no staff position remains vacant for longer than 30 continuous calendar days. The Vendor shall provide the Department with a biweekly employee verification report listing, at a minimum, all employee names, positions filled, vacant positions and the date the positions became vacant, and name of any employee hired, terminated, or resigned during the reporting period.</p> <p>The Vendor shall maintain their Staffing Plan, and scheduled hours of coverage as approved by the Department's Contract Manager, or designee, during the life of any resulting Contract and shall ensure that all Vendor staff positions are filled for the entire scheduled work period(s), and that individuals are physically present at the work site as scheduled. The Vendor shall provide its Staffing Plan and schedule to the Department's Contract Manager, or designee, for approval within 15 days following Contract execution. Any change to the approved minimum Staffing Plan, and schedule must be approved in writing by the Department's Contract Manager or designee, prior to any changes being made.</p>
<p><b>GPM-033</b></p>	<p><u>Staff Absences/Interim Positions</u></p> <ul style="list-style-type: none"> <li>a. The weekly work period is defined as 40 hours per week.</li> <li>b. When there is an absence in a position, in excess of 14 continuous calendar days, the Vendor shall provide a qualified interim staff member who meets the minimum qualifications for that position. If no interim member is provided, the Vendor shall prorate the bill for every hour, per Requirement GPM-034, the position remains vacant.</li> <li>c. Under most circumstances, temporary/interim staff may not occupy positions for longer than 30 consecutive calendar days. However, the Vendor may request that a qualified interim staff member be permitted to occupy a position for up to 180 consecutive calendar days in cases where permanent staff will be absent for an extended time period (e.g., sickness, maternity, paternity, family, or military leave, etc.). The Vendor shall submit such requests in writing, with supporting documentation, to the Department's Contract Manager, or designee, for written approval. If approved, such position will not be considered vacant.</li> <li>d. Shifting of an approved, permanent employee to an interim staff position is not permitted.</li> <li>e. Any position with a permanent employee who is absent for a consecutive period of more than eighty (80) hours shall be deemed a vacant position, unless an</li> </ul>

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	<p>extended period of absence has been previously approved by the Department. The Vendor shall still be required to fill this position with a qualified full-time interim staff.</p> <p>Absence from the work site for purposes of non-Departmental sponsored meetings/training shall be requested and approved in advance by the Department's Contract Manager, or designee.</p>
<b>GPM-034</b>	<p><u>Vacancies and Invoice Proration</u></p> <p>In addition to the Requirements GPM-033, a position is considered vacant if:</p> <ul style="list-style-type: none"> <li>a. The position has never been filled;</li> <li>b. Staff occupying position resigns;</li> <li>c. Staff occupying position is terminated;</li> <li>d. Staff abandons position; or</li> <li>e. The position has been filled by an interim staff for more than 30 consecutive calendar days without written approval by the Department.</li> </ul> <p>The following applies to invoice proration for vacant staff positions:</p> <ul style="list-style-type: none"> <li>a. Thirty (30) days after Contract execution the Vendor shall provide the Department's Contract Manager, or designee, the base hourly rate for all positions specified in this ITN. This information shall be updated annually.</li> <li>b. The Vendor shall pro-rate the hourly salary related to any vacant position, not filled with a qualified interim staff member, and continue to pro-rate until filled with a full-time qualified interim/permanent staff member.</li> </ul>
<b>GPM-035</b>	<p><u>Staff Conduct and Safety Requirements</u></p> <p>The Vendor shall ensure that all staff are provided with a copy of the below standards of conduct and safety requirements. A documented receipt of such notification shall be maintained in the employee's personnel file. The Department reserves the right to disqualify, prevent, or remove any staff from work under the resulting Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.</p> <p>In addition, the Vendor shall ensure that all staff adheres to the following requirements:</p> <ul style="list-style-type: none"> <li>a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one (1) inmate or group of inmates over another.</li> <li>b. The Vendor's staff shall not deal with any inmate except in a relationship that supports services under a Contract resulting from this ITN. Specifically, staff members must never accept for themselves, or any member of their family, any personal (tangible or intangible) gift, favor, or service from an inmate or an inmate's family or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Department's Contract Manager, or designee, any violations, or attempted violation, of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their family, or close associates.</li> <li>c. The Vendor's staff shall not enter into any business relationship with inmate, or their families (example – selling, buying, or trading personal property), or personally</li> </ul>

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	<p>employ them in any capacity. Unless approved in writing by the Contract Manager, or designee, the Vendor's staff shall not have outside contact (other than incidental contact) with an inmate being served, or their family or close associates, except for those activities that are to be rendered under the resulting Contract.</p> <p>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 State. In providing services pursuant to the resulting Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.</p> <p>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 appropriate action, up to, and including termination of any resulting Contract.</p> <p>f. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours, of the Vendor's knowledge of the incident.</p>
<p><b>GPM-036</b></p>	<p><u>Staff Background/Criminal Record Checks</u></p> <p>The Vendor's staff, assigned to the resulting Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the Contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, the following data for any individual of the Vendor or subcontractor's staff providing services under the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to fingerprinting by the 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 a favorable report is received by the Department from the FBI.</p> <p>The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.</p> <p>No person who has been barred from any FDC Institution or other Department facility shall provide services under the Contract resulting from this ITN, without prior written approval from the Department's Contract Manager, or designee.</p> <p>Inmates shall be precluded from any supervision or placement at a program where pre-existing or continuous close personal relationships exist between the inmate and any</p>

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	<p>staff of the Vendor. It is the responsibility of the Vendor to advise the Department's Contract Manager, or designee, of any known pre-existing close personal relationships between staff and inmate(s). Rule 33-208.002(26), F.A.C. shall apply at the Program, which stipulates that marriage between employee and inmate is prohibited.</p> <p>The Vendor shall not employ or enter into any subcontract with any individual at any Program site under the resulting Contract who is under supervision or jurisdiction of any parole, probation, or correctional authority to provide direct treatment services, or provide supervision of any other offenders at any Vendor's program. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department of Corrections' offenders participating at contracted sites.</p> <ul style="list-style-type: none"> <li>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.</li> <li>b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the resulting Contract.</li> <li>c. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the 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. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department's Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.</li> </ul> <p>The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.</p>
<p><b>GPM-037</b></p>	<p>The Vendor and Vendor's staff, as designated by the Department, shall attend and participate in a maximum of two (2) meetings per year for the purposes of training, technical assistance, performance review, or to address problems encountered. The Vendor shall be responsible for payment of the Vendor's staff's salaries, benefits, and other expenses, while attending any Department required training.</p> <p>If directed by the Department, and at no cost to the Department, the Vendor shall provide to their staff a minimum of four (4) hours of training relevant to services to be provided under any resulting Contract; for the duration of the Contract term. In addition, all staff shall be certified in CPR, PREA, and First-Aid within three (3) months of being employed. Copies of such certification shall be maintained at the contracted CRC facility. The</p>



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	Vendor shall receive approval of the curriculum and time allocations, in writing, from the Department's Contract Manager, or designee, prior to delivery of training.
<b>GPM-038</b>	The Vendor shall work cooperatively with the Department's Contract Manager, or designee, to establish and maintain communication protocols for the handling of routine, urgent, and emergent Contract issues.
<b>GPM-039</b>	<p>The Vendor(s) will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor(s) will also comply with all Department policies and procedures that relate to PREA.</p> <p>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</p>
<b>GPM-040</b>	<p><u>Other Contract Requirements</u></p> <p>The Department will monitor the Vendor's performance to determine compliance with other Contract requirements, including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>• Transition/Implementation;</li> <li>• Timely Submittal of Corrective Action Plans (when applicable); and,</li> </ul> <p>Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.</p>
<b>GPM-041</b>	The Vendor shall develop site-specific policies and procedures, in cooperation with the Department, governing the operations of the Program. Site-specific policies and procedures must be in accordance with this ITN, the resulting Contract, all applicable Department procedures, applicable administrative rules, and State and federal statutes. The policies and procedures shall be reviewed and/or updated annually, or as needed, and must be approved by the Department prior to implementation.
<b>GPM-042</b>	The Vendor shall develop written disaster, fire, and emergency plans, in accordance with Department policy and Rule 65D-30.004(34)(g), F.A.C., and all updates and revisions. The Vendor shall make the plans available to the Department, upon request, and communicate the Plan to all employees and inmates.
<b>GPM-043</b>	The Vendor shall provide a handbook to inmates at Orientation, which outlines the program operations, including, but not limited to: the purpose, and philosophy of the treatment program; all available programs, services, and rules of the facility; daily schedule; contact information; standards of conduct; and participation requirements.
<b>GPM-044</b>	The Vendor shall provide written procedures that staff shall follow to monitor the movement and location of inmates at all times, including procedures for sign-in and sign-out, head counts, job checks, furlough checks, searches, contraband control, and the process for notifying the Officer In Charge (OIC) at the Parent Institution, in the event that the whereabouts of an inmate become unknown.
<b>GPM-045</b>	The Vendor shall have a written procedure describing the manner by which an inmate will be referred for medical services on a 24 hour basis and in accordance with the Department HSB No. 15.07.02, Health Services for Community Facilities. The procedure shall describe the process by which inmates exhibiting symptoms of communicable and/or infectious diseases, or debilitating physical symptoms will be referred for routine

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	<p>or emergency medical treatment. The procedure shall include provisions for making an initial inquiry upon the inmate's arrival at the program to determine any health problems that require medical attention. Inmates who are in need of medical and/or nursing services shall be referred to the medical unit at the Parent Institution. The Vendor shall also provide basic health-related education services for inmates at the facility.</p>
<b>GPM-046</b>	<p>The Vendor shall develop internal work detail that will consist of inmates' daily job assignments to insure order and cleanliness of the facility. Each inmate shall have a distinct job responsibility. Internal work details may include assisting with food preparation and service, and shall be considered a part of an inmate's total time allotted for internal work details.</p> <p>A maximum of four (4) hours per day, per inmate, six (6) days per week, may be allotted to internal work details.</p>
<b>GPM-047</b>	<p>The Vendor shall develop external work detail that will consist of large group activities that benefit the facility. Examples include policing the grounds and minor landscaping projects, which may include cutting the grass and gardening, such as planting flowers, small shrubbery, etc.</p> <p>A maximum of 12 hours per week, four (4) hours per day, for the entire facility, may be allotted to external work details.</p>
<b>GPM-048</b>	<p>The Vendor shall restrict duty so that inmates will never be required to perform the following work at the facility without the written consent of the Warden of the Parent Institution, or designee:</p> <ul style="list-style-type: none"> <li>a. New Construction;</li> <li>b. Remodeling or renovation;</li> <li>c. Carpentry;</li> <li>d. Plumbing;</li> <li>e. Electrical or mechanical work;</li> <li>f. Air conditioning installation or repair; and</li> <li>g. Primary food service, i.e., Chef or Supervisor of food service preparation.</li> </ul> <p>Any work activity assigned to inmates, not specifically identified within this ITN, shall be approved by the Warden of the Parent Institution, or designee, prior to assignment.</p>
<b>GPM-049</b>	<p>Inmates at CRCs are permitted to engage in community service projects to benefit local, non-profit service agencies or entities, not owned or operated by the proprietor of the Vendor. Any off-site community/public service work must be approved in advance, in writing, by the Warden of the Parent Institution, or designee. Inmates must be supervised by Department-approved contracted staff when performing Community/Public Service Work, or by non-Department supervisors, who must receive 32 hours of orientation training prior to supervising inmates and must receive eight (8) hours of refresher training annually thereafter. The annual refresher training must be completed by the non-Department supervisors during each fiscal year following the fiscal year in which the orientation training was provided. This training must be provided by Department staff, and arranged through the Parent Institution's Warden, or designee.</p>
<b>GPM-050</b>	<p>The Vendor shall ensure that all inmates assigned to paid employment or center work assignment are assigned to active electronic monitoring equipment and comply with all rules, regulations, and protocols of the electronic monitoring program while in the work release program.</p>

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<b>GPM-051</b>	The Vendor shall be responsible for establishing protocols for the immediate installation, and successful activation of the electronic monitoring equipment on all inmates assigned to paid employment or center work assignment, ensuring all rules required to have actions are properly activated within the electronic monitoring Vendor's software application.
<b>GPM-052</b>	The Vendor shall develop, input, and update geographical zones and schedules that incorporate adequate time allowances for inmate's travel to and from approved scheduled activities away from the CRC.
<b>GPM-053</b>	The Vendor shall immediately investigate all active GPS alarm notifications, acknowledge receipt of the alarm notification with the electronic monitoring Vendor's monitoring center, and document the actions taken to resolve the alarm notification in the electronic monitoring Vendor's case management application.
<b>GPM-054</b>	The Vendor shall review the location data (tracking points) of all inmates on electronic monitoring, and refresh points, as needed, to confirm compliance with all rules, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule.
<b>GPM-055</b>	The Vendor shall track the need for equipment replacement including reporting stolen, missing, or severely damaged equipment to the Department's Bureau of Classification Management, including equipment serial number, type of equipment, and location of the equipment, if known.
<b>GPM-056</b>	The Vendor shall maintain an equipment inventory in a secure area and ensure that all equipment is accounted for by designating an equipment supervisor.
<b>GPM-057</b>	The Vendor shall develop a facility GPS system rule/procedure that is specific, realistic, and tailored to the needs of the inmate; ensuring rules, zones, and curfews are established.
<b>GPM-058</b>	The Vendor shall visually, and physically inspect electronic monitoring equipment on a weekly basis to ensure it is sized appropriately, and has not been tampered with, or otherwise altered, and document in WRIMS.
<b>GPM-059</b>	The Vendor shall ensure proper deactivation of electronic monitoring equipment upon an inmate's completion or termination from the CRC.
<b>GPM-060</b>	The Vendor shall ensure a call tree notification system is established within the CRC that can be utilized by the electronic monitoring Vendor's monitoring center for alarm notification escalation purposes.
<b>GRP-061</b>	<p><u>General Provisions</u></p> <p>The Vendor shall provide, at no cost to the inmates, meals in accordance with Rules 33-204.002 and 33-204.003, F.A.C., and food preparation and service shall be in compliance with all Department requirements and applicable federal, State and local health codes, rules and regulations, and all related rules and regulations governing food service.</p>
<b>GPM-062</b>	The Vendor shall post, in a common area at the CRC facility, all notices of rule development, notices of proposed rulemaking, and notices of changes to administrative rules that are related to the Department. With the exception of restricted procedures, the Vendor shall make all current Department policies and procedures accessible to inmates.

**General Program Management Requirements (GPM)**

No.	Requirement
<b>GPM-063</b>	The Vendor shall ensure the safety of inmates' personal property, in accordance with Rule 33-602.201, F.A.C. Unless otherwise directed, all property received shall be processed by Vendor staff, and inventoried on Inmate Personal Property List Form DC6-224, or Inmate Impounded Personal Property List Form DC6-220, or listed in WRIMS, as applicable, in accordance with Rule 33-602.201, F.A.C.
<b>GPM-064</b>	Under no circumstances will any inmate supervise an inmate or have a position of authority over another inmate.
<b>GPM-065</b>	Inmates who are determined by the Department to be eligible for Family Visiting (Type B) Furloughs, pursuant to Rule 33-601.603, F.A.C., will be so identified in the Transfer Packet provided to the Vendor upon the inmate's arrival at the Program. Inmates not approved upon their arrival at the Program for Type B furloughs will be evaluated for approval by the Department, upon achieving time frame eligibility. However, regardless of eligibility, only inmates in the work component may be considered for furlough. Inmates may be granted family visitation (Type B) furloughs, in accordance with Department rules governing furloughs, and as clinically appropriate. Furloughs shall be for family visitation only, to a location with telephone access, and shall be limited to a maximum of eight (8) hours duration between the hours of 8:00 a.m. and 5:00 p.m. While the inmate is on furlough, the Vendor shall make a minimum of one (1) telephonic check to ensure inmates are at their approved furlough location for the duration of the furlough. Telephonic checks shall be documented, and placed in the inmate's progress notes. Furlough lengths will be granted in gradual increments based on individual progress.
<b>GPM-066</b>	The Vendor shall provide the Classification Officer at the Parent Institution with the name (s), and all pertinent information of proposed furlough sponsor(s) for the inmate. The inmate shall designate proposed furlough sponsors, and provide all related information to the Vendor. The Classification Officer will then process the request, pursuant to Rule 33-601.603, F.A.C.
<b>GPM-067</b>	The Vendor may approve inmates to participate in the following off-site program related activities only: self-help support groups and GED testing, under the supervision of Vendor staff. The time allowed for these off-site activities shall be limited to the amount of time necessary to complete the activity. Off-site activities not specifically described above must be approved by the Warden, or designee, of the Parent Institution.
<b>GPM-068</b>	The Vendor shall ensure that inmates do not participate in any fund raising activities of any kind, either individually or as directed by the Vendor, unless jointly approved by the Department's Contract Manager, or designee, and Warden of the Parent Institution, in writing.
<b>GPM-069</b>	The Vendor shall establish a written visitor's procedure that outlines the processes and policies, including allowable dates, and time frames that visitors shall abide by when visiting inmates at the facility, in accordance with Rules 33.601.713-737, F.A.C. This shall be posted, according to the requirements in the Rule, and also be made available for visitors upon request.
<b>GPM-070</b>	The Vendor shall ensure that all inmate mail is delivered to a central location at the facility, as determined by the Vendor. The Vendor shall develop procedures regarding the distribution of mail to the inmate population, pursuant to Rules 33-210.101, 102 and 103, F.A.C., Routine Mail, Legal Documents and Legal Mail, and Privileged Mail.
<b>GPM-071</b>	The Vendor shall ensure inmate access to adequate on-site telephone service to make and receive calls must be provided, in accordance with Rule 33.602.205 F.A.C., Inmate Telephone Use.

**General Program Management Requirements (GPM)**

No.	Requirement
<b>GPM-072</b>	The Vendor shall be required to comply with any protocol of co-payment that is implemented by the Department. The Department may, at any time, implement a method of co-payment for services described in this ITN and resulting Contract. Inmates may be required to pay a co-payment for treatment. The co-payment will be based on a sliding scale, established by the Department with the assistance of the Vendor. When making a determination of the inmate's ability to make co-payments, the inmate's complete financial status shall be considered (i.e., indebtedness, court-ordered payments, etc.).
<b>GPM-073</b>	All inmates referred by the Department shall remain in the CRC facility until the expiration of their sentence, or until returned to the Department by the Vendor. All inmates scheduled for release shall have an established release plan, and shall be released in accordance with Department policies and procedures, and coordinated by the designated Department staff member at the Parent Institution. The Vendor shall also establish a written procedure outlining the process for release of an inmate at expiration or termination of sentence. The Vendor shall release inmates in compliance with the Department's rules and procedures pertaining to release, per the requirements of Rules 33-601.501-503, F.A.C., which establishes the process to be followed in providing a discharge gratuity, and travel to eligible inmates upon their release. The Vendor shall follow procedures which are identical to those in Rules 33-601.501-503, F.A.C., and make payment from its fund to eligible inmates. The Department shall not reimburse the Vendor for discharge, or travel gratuity payments. The Vendor should incorporate this fund into the per diem rate. A monthly report, which shall include the inmates released, and the corresponding receipts for the discharge gratuity, and travel payments, shall be submitted to the Department's Contract Manager, or designee.
<b>GPM-074</b>	All behavior problems, escapes, disciplinary problems, unusual incidents, special medical issues, and requests for inmates to be removed from the CRC shall be reported to the Officer In Charge (OIC) of the Parent Institution. An inmate may be removed, and returned to the physical custody of the Department when it has been determined that doing so is in the best interests of the Department, the CRC, and/or the inmate, or for any other compelling reason related to public safety. Pursuant to this ITN, and Department policy, the Warden of the Parent Institution or other Department staff are responsible and authorized to approve an inmate's termination from the CRC. If it becomes necessary to remove an inmate from the CRC, Department staff or other law enforcement staff shall assume physical custody of the inmate, and transport the inmate to an appropriate facility. For any removal for disciplinary reasons, the Vendor shall prepare a disciplinary report, as outlined in Requirement GPM-106. The Vendor shall remit any funds the inmate may have, pursuant to Requirement GPM-093.
<b>GPM-075</b>	The Vendor shall immediately notify both the Warden of the Parent Institution, or designee, and the Department's Contract Manager, or designee, in the event of the death of an inmate. All deaths shall be handled in accordance with Rule 33-602.112, F.A.C., Inmate Death Notification Process, and comply with all notification requirements specified, and all updates.
<b>GPM-076</b>	<u>Security Provisions</u> The Vendor shall conduct searches of the facility and personal belongings of the inmates, pursuant to Department Procedure 602.018, Contraband and Searches of Inmates, when deemed appropriate by the Facility's Director, or whenever requested by the Department. All searches must be performed in accordance with Rule 33-602.204, F.A.C., Searches of Inmates.

**General Program Management Requirements (GPM)**

No.	Requirement
<b>GPM-077</b>	The Vendor shall comply with Rule 33-602.203, F.A.C. Contraband possessed by an inmate shall be confiscated and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. An Incident Report detailing the occurrence shall be prepared and forwarded to the Parent Institution. Any contraband, as defined in Section 944.47, F.S., possessed by a visitor shall be confiscated and secured following the Department's chain-of-evidence rules, and documented on Contraband Log Form DC6-219. The OIC at the Parent Institution shall be notified immediately, and an Incident Report detailing the occurrence shall be prepared and forwarded to the Parent Institution's Classification Officer. Contraband Logs shall be made available to the Department, upon request.
<b>GPM-078</b>	The Vendor shall be accountable for the whereabouts of all inmates at all times, and shall establish written policies and procedures by which to monitor inmate movement, including periodic counting. Sign-in and sign-out procedures shall include methods for locating inmates failing to return to the facility at the appointed time. The policy and procedures shall be developed and mutually agreed upon by the Department's Office of Institutions and the Division of Development: Improvement and Readiness, the Warden from the Parent Institution, and the Vendor. The policy and procedure shall contain provisions where any time an inmate cannot be located, and the inmate's whereabouts are not known to program personnel, the Vendor shall immediately notify the OIC at the Parent Institution.
<b>GPM-079</b>	The Vendor shall conduct a minimum of three (3) head counts per day, at least six (6) hours apart. The Vendor may also conduct other counts, as deemed appropriate by the Vendor, accounting for all inmates either on or off the premises. If, at any time, an inmate cannot be located and the inmate's whereabouts are not known to program personnel, the Vendor shall immediately notify the designated Department staff at the Parent Institution, and the Department's Contract Manager, or designee.
<b>GPM-080</b>	The Vendor shall develop a procedure for the furlough process whereby all inmates will sign in and out of the facility, and their whereabouts will be accounted for at all times. The procedure shall address a method for notifying facility staff when the inmate has signed out of the facility, and is due to return. The sign in/sign out process shall be logged in WRIMS or on Form DC6-180, pursuant to Rule 33-601.603, F.A.C.
<b>GPM-081</b>	Any inmate who fails to remain within an approved designated area under the facility's specified terms, or fails to return to the facility at the time prescribed, shall be placed on escape status. If, at any time, the inmate cannot be located and his whereabouts are unknown to the Vendor's staff, the Vendor shall <u>immediately</u> notify the OIC at the Parent Institution. Personal property left by an escaped inmate shall be secured, inventoried, and made available for the Parent Institution to pick up, and all remaining funds belonging to the inmate shall be forwarded to the Parent Institution. A Disciplinary Report shall be initiated, in accordance with Requirement GPM-106 of this ITN.
<b>GPM-082</b>	The Vendor shall maintain adequate security equipment, such as handcuffs, leg irons, waist chains, and flex cuffs, to ensure custody and control and control of the inmate population in the event of an emergency. Proper control and inventory of security equipment shall be maintained at all times.

**General Program Management Requirements (GPM)**

No.	Requirement
<p><b>GPM-083</b></p>	<p>The Vendor shall report all incidents to the Warden, or designee of the Parent Institution, and the Department's Contract Manager, or designee, for final review within (24) hours of occurrence, or of the Vendor's knowledge of the incident, whichever occurs first. Reportable incidents include, but are not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Incidents involving any use of force by a member of the Vendor's staff upon an inmate;</li> <li>b. Significant staff disciplinary incidents, as defined by Department Procedure 602.008;</li> <li>c. Staff employment terminations;</li> <li>d. Any and all new staff arrests, regardless of offense;</li> <li>e. Physical or verbal threats;</li> <li>f. Assault by an inmate upon another inmate, Vendor's staff, citizens, employers, or others;</li> <li>g. Destruction of property;</li> <li>h. Inmate medical emergencies; and</li> <li>i. Incidents involving citizens, employers, inmate families, and others.</li> </ul> <p>The Vendor shall maintain all incident reports (Form DC6-210) at the CRC. The information collected shall include, but not be limited to, the name of the inmate, visitor or staff involved in the incident, Department Identification Number (DC#) of the inmate, nature and details of the incident, name of staff reporting the incident and disposition, if available. The Vendor's Incident Reports shall be filed, by month, in chronological order.</p>
<p><b>GPM-084</b></p>	<p><u>Inmate Trust Fund Accounts</u></p> <p>The Vendor shall open a non-interest bearing trust account in a qualified public depository (bank) and shall provide for an accounting system of the Trust Account that has the capability of reflecting individual inmate trust account (sub-account) detail balances, in accordance with the requirements outlined in this section. Pursuant to Section 944.516(1)(h), F.S., and Rule 33-203.201 F.A.C., the Vendor shall charge an administrative processing fee for banking services per inmate, per month, in accordance with Requirement GPM-091. The fees shall be collected from inmates, and shall be retained by the Vendor, and the same amount shall be deducted by the Vendor from the monthly invoice submitted to the Department. The Vendor shall attach to each monthly invoice a statement summarizing all fees collected from inmates for the month. Each fee shall be clearly itemized with the amount and a general description shown.</p> <p>In managing the trust account, the Vendor shall be accountable for the control and administration of an inmate's personal funds, in the same capacity and degree of responsibility, as required of the Department, under applicable State or federal law.</p> <p>No inmate shall be allowed to open any outside bank account while at the program facility, except as allowed by Rule 33-601.602, F.A.C.</p>

**General Program Management Requirements (GPM)**

<b>No.</b>	<b>Requirement</b>
<b>GPM-085</b>	<p>The Vendor shall provide to the Department a report from an independent Certified Public Accounting (CPA) firm verifying that the Vendor's trust account and individual inmate trust accounts accurately and completely reflect all deposits and deductions, on an annual basis. The audit shall be done in accordance with Generally Accepted Auditing Standards (GAAS) for independent auditors. The auditing reports shall be submitted to the Department's Contract Manager, or designee, and are due to the Department within 60 days after the end of every 12 month period of the resulting Contract, for the duration of the Contract term, including any renewal period. Should the annual trust fund audit require a Corrective Action Plan (CAP), the trust fund audit requirement will be required semi-annually.</p> <p>When issues of non-compliance are identified in a report from an independent certified public accounting firm, a CAP shall be required of the Vendor addressing all non-compliance issues. Submission of a CAP shall be subject to the same terms and conditions, as referenced in Section 5.22, Contract Monitoring, of this ITN.</p>
<b>GPM-086</b>	<p>The Vendor(s) shall post a surety bond in the amount of \$2,000 per bed for 80% of the contracted beds, to protect against the loss of inmate funds. The surety bond shall be issued from a reliable Surety Company, licensed to do business in the State of Florida and signed by a Florida Licensed Resident Agent. The surety bond shall be accompanied by a duly authenticated power of attorney evidencing that the person executing the surety bond on behalf of the Surety has the authority to do so on the date of the surety bond. The surety bond shall be in effect for the term of the resulting Contract, shall name the Department as the obligee, and shall be furnished to the Department's Contract Manager, or designee, within 10 days of Contract execution. Upon any renewal of any resultant Contract which may result from this ITN, the Vendor(s) shall provide proof that the surety bond has been renewed for the term of the entire renewal period.</p>
<b>GPM-087</b>	<p>Transfer of any balance of funds in inmate trust fund accounts held by the Department will be forwarded, by the Department, in the form of a check to the Vendor within 15 business days after the transfer. Each transfer of funds will be accompanied by a report showing the detail of sub-account balances for each transfer.</p>
<b>GPM-088</b>	<p>The Vendor shall ensure that all funds received by inmates are deposited in the Vendor's Trust Account Funds shall include all funds the inmate may receive from any other outside source. The Vendor shall provide each inmate a receipt of all funds deposited.</p> <p>The Vendor shall monitor the subaccounts, in accordance with acceptable accounting procedures. Any abnormal deposit of funds shall be brought to the attention of the Department's Contract Manager, or designee.</p> <p>The Vendor's trust account shall accept electronic funds transfer (EFT) for those inmates who receive payment from an employer by EFT means. All information necessary to carry out an EFT shall be provided directly to employers by the Vendor, and at no time shall that information be available to the inmate.</p>
<b>GPM-089</b>	<p>Current inmate financial obligation information at the time of an assignment will be verified by Department staff, prior to the inmate being placed at the CRC. This information will be provided with the Transfer Packet.</p> <p>Upon the inmate's arrival at the CRC, the Vendor will assist the inmate in developing Section III, Budget Plan, a subsection of the Personalized Program Plan (PPP) (Form</p>



**General Program Management Requirements (GPM)**

No.	Requirement
	DC6-118A) or in WRIMS. The Budget Plan shall outline planned deductions from the inmate's Net Earnings.
GPM- 090	<p><u>Inmate Trust Fund Account Deductions</u></p> <p>The following outlines different types of deductions that may be required:</p> <ul style="list-style-type: none"> <li>a. <b>COPS Obligations:</b> For each inmate assigned to the CRC, the Department will provide to the Vendor a written balance owed by the inmate for restitution, court costs, fines, and other court ordered and non-court ordered payments. For the purposes of this section, these specific balances owed by the inmate will be referred to as the Court Ordered Payment System (COPS) Obligations.</li> <li>b. <b>FDC Obligation:</b> The Department will also provide, in writing, any balance of obligations owed by the inmate to the Department. For the purposes of this section, this specific balance owed by the inmate will be referred to as FDC Obligations.</li> <li>c. <b>Transportation Fee:</b> Inmates may be assessed a fee of three dollars (\$3.00), each way, for transportation to and from jobs, vocational, and educational programs, if the Vendor provides the transportation.</li> <li>d. <b>Family Dependent Deduction:</b> Payments ordered by the Department for the support of the inmate's dependents, if applicable.</li> <li>e. <b>Saving Deduction:</b> The inmate's plan for disbursement of earnings shall include a provision that a percent of the Net Earnings will be placed in savings for disbursement upon release, not to be less than 10% of the monthly Net Earnings.</li> <li>f. <b>Other Authorized Deductions</b> The inmate is responsible for expenses incurred for their medical/dental services, legal copying, prison litigation filing fees (when the inmate has filed a lawsuit against the Department), and repayment for any loan provided to the inmate by the Vendor. Other authorized deductions may be made in accordance with the amounts set forth in Requirement GPM-091, Deduction Chart.</li> <li>g. <b>Inmate Weekly Draw:</b> In accordance with Rule 33-203.201(3), F.A.C., inmates at the CRC with a sufficient balance in their individual inmate trust account will be allowed to request a weekly cash allowance of up to \$100.00, as authorized by the Secretary of the Department, to be expended for personal use. The maximum weekly draw amount may be increased or decreased upon written notice from the Department's Contract Manager, or designee.</li> <li>h. <b>Special Withdrawals:</b> After the Vendor retains the allowable subsistence fees, COPS and FDC Obligations, Family Assistance, Savings, and any Other Authorized Deductions, and provides for Inmate Weekly Draws, CRC inmates may be permitted to withdraw additional funds for any or all of the following purposes, if approved by the Vendor: <ul style="list-style-type: none"> <li>1. To purchase certain tools or equipment, if required for approved employment purposes. Inmates are required to purchase these items from their own funds. If the inmate does not have money upon arrival at the CRC, they may be</li> </ul> </li> </ul>

**General Program Management Requirements (GPM)**

No.	Requirement															
	<p>granted an interest-free loan from the Vendor only in an amount sufficient to purchase the tools or equipment. If inmates do not have the necessary clothing appropriate for the job they are seeking, the cost of such clothing should be taken into consideration when approving a loan, however, such money will not exceed \$75.00;</p> <p>2. To make additional payments of restitution, fines, and court cost, or to comply with a civil judgement, if applicable; and</p> <p>3. For any other legitimate personal expense outlined on the Budget Sheet of the PPP, including, but not limited to, additional deductions for family finance assistance such as electric bills, food costs, gifts for family members, or deposits required for housing expenses upon release, not otherwise included in the Family Dependent Deduction.</p> <p>i. <b>Banking Fee:</b> Pursuant to Section 944.516, F.S., and Rule 33-203.201, F.A.C., inmates shall be assessed an administrative processing fee for banking services per inmate, per month. The fee shall be collected from the inmate and retained by the Vendor, and the same amount shall be deducted by the Vendor from the monthly payment billing submitted to the Department.</p> <p>j. <b>Collection of Subsistence:</b> The Vendor shall assess employed inmates a daily subsistence fee based on the proposed per diem rate. Subsistence fee shall not exceed 55% of the inmate's weekly Net Earnings. The subsistence fee shall be collected and retained by the Vendor. The total combined subsistence fee and the Vendor's per diem rate shall not exceed the Department's total inmate cost per day, as published annually in the Florida Department of Corrections Annual Report for the prior fiscal year, located on the Florida Department of Corrections' website. The Department will not be responsible for collecting any subsistence fees from the inmate, including collection of unpaid or overdue amounts.</p> <p>Any modification to the maximum amount of the subsistence fee must be accomplished by a formal Contract Amendment. Collection of the allowable subsistence fee will not decrease the Vendor's per diem payment rate, nor will failure to collect maximum subsistence fees increase the per diem payment rate.</p>															
<p><b>GPM-091</b></p>	<p><u>Deduction Chart:</u></p> <p>Listed below is a chart of deductions, and the minimum or maximum deduction required with method of deduction/retention indicated.</p> <table border="1" data-bbox="375 1625 1471 1944"> <thead> <tr> <th data-bbox="375 1625 659 1728">Allowable Fees, Obligations and Deductions:</th> <th data-bbox="659 1625 1065 1728">Required Amount of Deduction (if indicated on the PPP):</th> <th data-bbox="1065 1625 1471 1728">Method of Deduction/Retention in Accordance with the PPP:</th> </tr> </thead> <tbody> <tr> <td data-bbox="375 1728 659 1791">Subsistence Fee</td> <td data-bbox="659 1728 1065 1791">Maximum of 55% of Net Earnings</td> <td data-bbox="1065 1728 1471 1791">Retained by Vendor</td> </tr> <tr> <td data-bbox="375 1791 659 1854">Transportation Fee</td> <td data-bbox="659 1791 1065 1854">\$3.00 each way, if Vendor provided</td> <td data-bbox="1065 1791 1471 1854">Retained by Vendor</td> </tr> <tr> <td data-bbox="375 1854 659 1896">Banking Service Fee*</td> <td data-bbox="659 1854 1065 1896">Not to exceed \$6.00 per month</td> <td data-bbox="1065 1854 1471 1896">Retained by Vendor</td> </tr> <tr> <td data-bbox="375 1896 659 1944">COPS Obligations</td> <td data-bbox="659 1896 1065 1944">Not less than 10% of Net Earnings or balance owed</td> <td data-bbox="1065 1896 1471 1944">Remitted to Department monthly</td> </tr> </tbody> </table>	Allowable Fees, Obligations and Deductions:	Required Amount of Deduction (if indicated on the PPP):	Method of Deduction/Retention in Accordance with the PPP:	Subsistence Fee	Maximum of 55% of Net Earnings	Retained by Vendor	Transportation Fee	\$3.00 each way, if Vendor provided	Retained by Vendor	Banking Service Fee*	Not to exceed \$6.00 per month	Retained by Vendor	COPS Obligations	Not less than 10% of Net Earnings or balance owed	Remitted to Department monthly
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**General Program Management Requirements (GPM)**

No.	Requirement		
	FDC Obligations	Not less than 10% of Net Earnings or balance owed	Remitted to Department monthly
	Family Dependent Deductions	Not less than 10% of Net Earnings or balance owed	Disbursed in accordance with the PPP
	Savings (for disbursement upon release)	Not less than 10% of Net Earnings	Retained in Trust Account and provided to inmate upon release
	Other Authorized Deductions	Maximum of 10% of Net Earnings for Vendor Loans, Medical/Dental payment, legal copying, prison litigation expenses. Deductions until balance is \$0.00.	Disbursed in accordance with the PPP

\*Note: See Rule 33-203.201, F.A.C., for specific requirements. Total monthly fee amount shall be deducted from monthly billing.

<b>Optional Deductions (if authorized on PPP and Funds Remain):</b>	<b>Requirements:</b>	<b>Method of Deduction/Retention in Accordance with PPP:</b>
Inmate Weekly Draw	Not to Exceed \$100.00	Disbursed in accordance with the PPP
Special Withdrawals	If funds remain, as indicated on Budget Plan of PPP and indicated in Section II., S., 6., h., Special Withdrawals	Disbursed in accordance with the PPP

Any remaining inmate's Net Earnings will be retained in their trust account.

Monthly Disbursement of Funds to FDC

**GPM-092**

**Remittance of Department Obligations:** On or before the 10<sup>th</sup> day of the month, the Vendor shall remit to the Department, from the trust fund account, all funds that were deducted for FDC obligations from the previous month. Remittance shall be made payable to the Department and submitted to the Florida Department of Corrections, Inmate Bank Section, P.O. Box 12100, Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, Department Identification Number (DC#), and amount of funds remitted for each inmate.

**Remittance of COPS Obligations:** On or before the 10<sup>th</sup> day of the month, the Vendor shall remit to the Department, from the trust fund account, all funds deducted for COPS obligations (restitution, court costs, fines, and deductions made pursuant to court order) from the previous month. Remittance shall be made payable to the Department and submitted to the Florida Department of Corrections, Court-Ordered Payments Section, P.O. Box 12300, Tallahassee, FL 32317. Remittance of funds shall be submitted with back-up documentation including the inmate's name, DC#, and amount of funds remitted for each inmate.

If the Vendor wishes to submit remittance to the Department through an electronic funds transfer (EFT), the Vendor shall submit a written request to the Department's Court Ordered Payments Section, P.O. Box 12300, Tallahassee FL, 32317, to set up EFT account information.

**General Program Management Requirements (GPM)**

No.	Requirement
<p><b>GPM-093</b></p>	<p><u>Disbursement of Inmate funds upon Termination/Transfer or Release</u></p> <p>When an inmate is terminated or transferred out of the CRC, out of the control of the Vendor, and back into the physical custody of the Department, the inmate's balance in the trust account at the time of termination or transfer shall be forwarded to the Department. All such funds shall be remitted to the Department's Inmate Trust Fund Section, P.O. Box 12100, Tallahassee, FL 32317, with a detailed report of current balance, deposits, and deductions.</p> <p>When an inmate reaches End-of-Sentence (EOS) while at the Vendor's facility, and is released from the custody, and control of the Department, the inmate's balance in the trust account at the time of discharge shall be made available to the inmate. Prior to releasing the account balance to the inmate, all Department obligations shall be paid from any available funds.</p>
<p><b>GPM-094</b></p>	<p><u>Health Care Service</u></p> <p>Prior to the inmate's placement in the CRC, the discharging FDC institution's contracted health services' staff will coordinate with CRC staff to link the inmate with community healthcare services that meet clinical needs. The Vendor is not responsible for the provision of direct health care or for payment for healthcare, and related services, unless otherwise specified in this ITN. The Vendor is, however, responsible for ensuring the availability of, and access to health care services within the vicinity of the CRC, and through the Department for each inmate, as prescribed in the documents included with the inmate's Transfer Packet, and discussed prior to inmate placement, including the continuity care plan, if applicable. Healthcare services include medical care, mental health services, dental service, pharmacy, or other services deemed necessary.</p>
<p><b>GPM-095</b></p>	<p>The Vendor shall utilize resources within the local area of the CRC for inmate access to routine, as well as, emergency health care services, which shall include, as applicable, community hospitals, county health departments, community mental health centers, and pharmacies. The CRC will be linked to a Parent Institution, and this linkage will include access to the health care provided by the healthcare staff, contracted with the Department, at no cost to the CRC or to the inmate (other than routine inmate co-payment), as specified in Requirement GPM-072.</p>
<p><b>GPM-096</b></p>	<p>The transferring FDC Institution's contracted healthcare staff will forward a completed Physician Advisor Referral (Form DC4-670) to the CRC with the inmate. This form will include relevant medical or mental health information such as on-going treatment needs, pending appointments, physical, and mental health status, and medications. In the event the inmate is HIV positive, a FDC pre-release HIV planner will ensure continuity of care upon placement, and will make follow-up appointments at appropriate health care facilities within the general locale of the CRC.</p>
<p><b>GPM-097</b></p>	<p>The Vendor shall ensure the availability and accessibility of emergency medical services for work release inmates within the community. Resources shall be identified to include emergency medical, dental, and mental health services. Unless a life-threatening emergency occurs, all off-site services that the Department's Healthcare Contractor(s) will be financially responsible for shall be coordinated with the Parent Institution's contracted Medical Director, or designee, who may then determine that the inmate may be returned to the Parent Institution for treatment rather than receiving treatment in the Community.</p>

**General Program Management Requirements (GPM)**

No.	Requirement
<b>GPM-098</b>	The Department will make every attempt to complete the legislatively mandated pre-test and post-test HIV counseling and testing prior to CRC placement. However, lack of an EOS HIV test, when indicated, will not preclude placement in a CRC. If an inmate arrives at a CRC, is within one (1) year of release, is not otherwise known to be HIV positive, and/or has not received an HIV test within the previous year, the Department will provide for HIV pre- and post-test counseling and testing, prior to the inmate's EOS. The Department's Contracted Medical Director, or designee, at the Parent Institution will make arrangements to provide counseling and testing, as needed.
<b>GPM-099</b>	The Vendor shall coordinate any health care issues, routine or emergency, with the OIC of the Parent Institution who is responsible for coordinating with the appropriate contracted medical staff.
<b>GPM-100</b>	The Vendor shall seek an inmate's termination from the CRC, if a CRC inmate becomes unable to participate in programming due to medical or mental health reasons, in accordance with Requirement GPM-074.
<b>GPM-101</b>	The Vendor will provide transportation in the event of the return of a CRC inmate to a Parent Institution for necessary health care that the CRC inmate is not able to obtain in the community due to cost, whether for a specific appointment, or on a longer basis for further diagnosis or treatment. Arrangements for transportation to and from the Parent Institution for health care services must be coordinated with the OIC at the Parent Institution, as well as with the respective contracted Medical Director, or designee, such as the Health Services Administrator. Transportation for the CRC inmate to obtain routine health care within the community shall be arranged by the CRC.
<b>GPM-102</b>	<p><u>Medication Management</u></p> <p>The Vendor shall provide an on-site mechanism for ensuring the secure maintenance of medications as appropriate, whether for each inmate as Keep-On-Person (KOP) medications, or for the facility to manage. Inmates may have prescription medications on their person, or in a secure and locked location for self-administration, with the exception of controlled substances. The inmate may be transported back to the Parent Institution to accommodate medication needs on a monthly basis, or the medications may be dispensed in a quantity sufficient for 90 days.</p> <p>a. <u>KOP Medications</u>- Inmates may keep medications either on their person, (e.g., if the dose needs to be administered during lunch time or a program), or in a secured and locked location within the facility. Each inmate should have an individual, personal locker, or some other storage area with the ability to be locked for the maintenance of medications for KOP.</p> <p>b. <u>Self-Administered</u>- Inmates who have need of controlled substances, even for a short time period during participation in the program, shall either be returned to the Parent Institution for the duration of the medication regimen, or the medications may be maintained at the CRC and provided to the inmate by staff on a dose-by-dose basis. If the medications are maintained on-site, the Vendor shall ensure that they are kept locked at all times and only be accessed by designated staff. The Vendor's staff member who provides the medications to the inmate shall provide the container to the inmate at the appropriate time of administration, and shall observe the inmate removing the correct dosage and swallowing the medications. Each dose shall be documented by the staff member with the inmate's signature to indicate that the medication was received.</p> <p>c. <u>Tuberculosis (TB) Prophylaxis</u>- Inmates receiving medications for tuberculosis (TB) prophylaxis shall manage their medications as KOP, and shall ensure that these</p>

**General Program Management Requirements (GPM)**

No.	Requirement
	<p>medications are locked and secure. In the event of suspected active tuberculosis disease, the inmate shall be returned to the Parent Institution immediately.</p> <p>Inmates on treatment for active disease will complete that portion of their medication regimen at the Parent Institution until such time as they are no longer infectious.</p> <p>d. <u>Over-the-Counter (OTC) Medications-</u> The Vendors shall provide certain designated over-the-counter (OTC) medications consistent with those provided by the Department's contracted healthcare staff in Parent Institutions. At a minimum, these medications include the following: Acetaminophen (oral analgesic), Almag or comparable product (oral antacid), and Ibuprofen. Each OTC item provided by the Vendor to an inmate, upon their request, shall be documented on an OTC Medication form maintained in a notebook or similar fashion, (i.e. DC4-797T, 797V, 797W). The OTC medications and the logs, during use and after completion, shall be maintained in a confidential and secure manner.</p> <p>e. <u>Inmate Purchase of OTC Medications-</u> Inmates may purchase OTC medications, and maintain these medications in their locker, or other secured location. The OTC medications may be purchased outside of the CRC and shall be reviewed by Vendor staff.</p> <p>f. <u>Ability to Pay for Prescriptions-</u> If the inmate does not have health insurance, and his earnings are insufficient to support all expenses including room and board, restitution, child support, or other court-ordered obligations, then the Department will provide on-going medications at no expense to the inmate. The medications may be provided to either the inmate or the Vendor, depending upon the type of medication issued. In the event that the CRC inmate is uninsured, and is unable to pay for necessary prescription medications, the inmate will receive those medications through the Parent Institution.</p> <p>g. <u>External Prescription-</u> If an inmate is seen and evaluated within the community setting but is unable to pay for the medications as ordered, the prescription will be forwarded by the Vendor to the Parent institution's Health Services Administrator (HSA) or designated provider. If the contracted HSA or designated provider concurs with the recommended medication, the order will be rewritten by the HSA or designated provider, and submitted to the Department for processing and filling. In the event that the HSA or designated provider disagrees with the recommended medications, the order may be re-evaluated, and a substitution drug ordered by the HSA, if appropriate. If a substitute medication is ordered by the HSA, it will be filled and provided through an FDC pharmacy.</p>
<p><b>GPM-103</b></p>	<p><u>Healthcare Services Financial Responsibility/Payment</u></p> <p>The Vendor is not responsible for costs associated with direct provision of health care, including prescription medication. The Vendor shall, however, be financially responsible for providing on-site availability of certain routine, over-the-counter, products as described in Requirement GPM-098, and this expense should be minor. CRC inmates are directly responsible for the costs of their health care, including medications, based upon their ability to pay.</p> <ul style="list-style-type: none"> <li>• <u>Employed (with Health Insurance):</u> If an inmate is employed and has health insurance accepted by a designated Health Care Provider, third party reimbursement in the form of health insurance shall be utilized by the inmate for payment for health services in the community setting. The financial responsibility is to be borne by the inmate.</li> </ul>

**General Program Management Requirements (GPM)**

No.	Requirement
	<p>If the CRC inmate has insurance, the inmate shall be responsible for all medication purchases to include payment of the relevant insurance co-pay for prescriptions. The inmate should obtain medications through their insurance plan at a local pharmacy in the community. Transportation to a local pharmacy can be provided by the Vendor in accordance with Requirements GPM-007 and GPM-091.</p> <ul style="list-style-type: none"> <li>• <u>Employed (without health Insurance):</u> If the inmate is employed but does not have health insurance, the inmate is responsible for payment for health care based on their ability to pay as determined by the Vendor, in discussion with the HSA of the Parent Institution. Ability to pay is determined based on criteria including: account balance, other financial obligations such as subsistence fee, restitution, child support, and the costs of services or medications.</li> <li>• <u>Unemployed:</u> If the inmate has arrived at the CRC, but has not yet secured employment, the assigned Parent Institution’s healthcare contractor will provide necessary health care services, including medications.</li> <li>• <u>Workers’ Compensation:</u> If the CRC inmate is employed and injured on the job, care for their injury should be provided through the employer’s workers’ compensation insurance coverage. If health services are indicated that are not related to an on-the-job injury, care will be provided as described above based upon health insurance coverage or lack thereof, and ability to pay.</li> <li>• <u>Veterans’ Administration (VA):</u> In the event the inmate is a veteran and is eligible for health care through the Veterans’ Administration, the inmate must utilize such services to the extent feasible. The inmate is responsible for payment to the Veterans’ Administration based on whether the care received is related to a service-related disability or charged on a sliding scale fee-for-service basis according to the inmate’s ability to pay. The inmate is responsible for applying for VA benefits.</li> </ul>
<b>GPM-104</b>	<p>The Department will provide primary classification services to inmates housed in the facility. Listed below are standard classification processes involving both the Vendor, and the Department. This list is not all inclusive and, if during the term of the resultant Contract, any questions arise regarding the provision of classification services the Vendor shall contact the Department’s Contract Manager, or designee, for interpretation.</p> <p>The Vendor shall route all Inmate Request Forms (DC6-236), that are not related to the operation of the facility, to the assigned Classification Officer of the Parent Institution, who will respond to the request and route it back to the Vendor, who will forward it to the inmate. The Vendor shall respond in writing to all written requests that are related to the operation of the program. The Vendor shall retain a copy of all inmate requests in the respective inmates’ substance abuse clinical record.</p>

**General Program Management Requirements (GPM)**

<b>No.</b>	<b>Requirement</b>
<b>GPM-105</b>	In accordance with Rule 33-103, F.A.C., Inmate Grievances General Policy, the Vendor shall respond to all informal grievances submitted on a DC6-236 form that relate to the operation of the Program, procedures, staff activities or other related conditions. If a question arises as to the appropriate authority required to respond to an informal grievance, the Vendor shall contact the Warden of the Parent Institution, or designee, for direction. The Vendor shall provide a secure receptacle for the submission of formal grievances. The receptacle shall be clearly marked, and its location shall be noted in the Inmate Handbook, as well as during inmate orientation. The key to the receptacle shall be restricted to the Department's Classification Officer assigned to the facility, who will be responsible for the retrieval and proper routing of formal grievances.
<b>GPM-106</b>	The Vendor shall ensure all disciplinary action be initiated in accordance with Rules 33-601.301-304, F.A.C., Inmate Discipline General Policy, Inmate Discipline Terminology and Definitions, Reporting Disciplinary Infractions and Preparation of Disciplinary Reports. The Vendor is authorized to write disciplinary reports for violations, pursuant to Rule 33-601.314, F.A.C., Rules of Prohibited Conduct and Penalties for Infractions. Copies of Corrective Consultations written by the Vendor shall be distributed as follows: copy to the inmate; copy to the inmate's substance abuse clinical file; original to the assigned Classification Officer at the Parent Institution. Disciplinary Reports initiated by the Vendor shall be forwarded to the OIC at the Parent Institution as soon as possible after discovery of the violation. The Parent Institution shall ensure that the disciplinary report is processed in accordance with Rule 33-601, F.A.C.
<b>GPM-107</b>	The Classification Officer from the Parent Institution, responsible for the inmate release processing, will interview inmates scheduled for release at the Vendor's facility to initiate the release process. The Vendor will assist the Classification Officer by providing information and assistance as requested, and by scheduling the inmates for interviews.
<b>GPM-108</b>	The Vendor shall establish a rating system, pursuant to Section 944.275, F.S. and Rules 33-603.402 and 33-601.101, F.A.C., as applicable, for incentive gain time awards. The Vendor shall provide gain time evaluations to the designated classification staff at the Parent Institution, no later than the fifth (5 <sup>th</sup> ) day of each month following the month of award. The Department will award gain time, pursuant to statutory authority, based upon the inmate's participation in the Vendor's Program.



**General Program Management Requirements (GPM)**

No.	Requirement
<b>GPM-109</b>	<p><u>Monthly Program Report</u></p> <p>The Vendor shall provide a Monthly Program Report in a Department-approved format. This Report shall include, but not be limited to, the following information and shall indicate the inmate's name, DC number, date of referral, date of program entry, and departure date:</p> <ul style="list-style-type: none"> <li>a. Number of furloughs and reason for each furlough;</li> <li>b. Number of inmates in education programs;</li> <li>c. Number of inmates in substance abuse treatment programs;</li> <li>d. Number of inmates in re-entry programs and criminogenic programming;</li> <li>e. Number of inmates participating in employment skills classes;</li> <li>f. Number and type of disciplinary reports;</li> <li>g. Number and type of terminations (disciplinary, medical, request of inmate, or other);</li> <li>h. Percentage of available inmates employed;</li> <li>i. Funds collected for restitution and the number of inmates paying;</li> <li>j. Funds collected for court costs and the number of inmates paying;</li> <li>k. Funds collected for child support and the number of inmates paying;</li> <li>l. Funds collected for savings;</li> <li>m. Funds collected for subsistence;</li> <li>n. Average funds paid for family support and the number of inmates paying, not to include child support; and</li> <li>o. Average funds paid to inmates on weekly draw and number of inmates receiving weekly draw.</li> </ul> <p>The report shall be submitted to the Department's Contract Manager, or designee, no later than 15 days after the last day of the month during which services were provided, and shall be utilized in evaluating how well the Vendor is meeting the performance measures identified in Sections 3.6.2.1 and 3.6.3.4 of this ITN.</p>
<b>GPM-110</b>	<p><u>Incident Reports</u></p> <p>The Vendor shall permanently maintain all incident reports, form (DC6-210) at the CRC. Any Vendor Incident Reports shall be filed by month in chronological order. Incidents shall be reported as required in Requirement GPM-083, and a copy of all Incident Reports shall be forwarded to the Parent Institution, and Department's Contract Manager, or designee.</p>
<b>GPM-111</b>	<p><u>Staffing Report</u></p> <p>The Vendor shall submit to the Department's Contract Manager, or designee, on a monthly basis, a staffing report in a Department-approved format. The report shall include, but is not limited to, staff member's name, position, new hires, transfers, terminations, vacant positions, and date of vacancies</p>
<b>GPM-112</b>	<p><u>Miscellaneous Reports</u></p> <p>The Vendor shall maintain and file with the Department such progress, fiscal, and inventory reports, and other reports as the Department may require within the period of the resulting Contract.</p>

**General Program Management Requirements (GPM)**

No.	Requirement
GPM-113	<p><u>Monthly Performance Attestation Form</u></p> <p>The Vendor shall submit the Monthly Performance Attestation Form, Attachment XV, with each monthly invoice, confirming compliance with standards as specified in the resulting Contract.</p>
GPM-114	<p><u>Ad Hoc Reports</u></p> <p>The Vendor shall provide the Department ad hoc reporting data, upon request of the Department's Contract Manager, or designee, or the Department's Office of Inspector General, within five (5) days from the date of the request.</p>
GPM-115	<p><u>Project Documentation</u></p> <p>In addition to the documents specified in Requirement GPM-026 and GPM-109, the Vendor shall maintain the following records and documentation on-site, and available for review, upon request, by the Department's Contract Manager, or designee.</p> <ol style="list-style-type: none"> <li>a. <b>Required Permits and Licenses-</b>The Vendor shall maintain all permits and licenses required for the operation of the CRC at the facility for inspection by Department staff, upon request.</li> <li>b. <b>Vendor Personnel Records-</b>The Vendor shall maintain personnel records at the CRC on all active employees and those who were employed within the last 90 days. For all other employees performing CRC services, and those who have been inactive for over 90 days, the Vendor shall maintain their personnel records for at least five (5) years from the date of termination of employment at the CRC, or other location, identified by the Vendor. Copies of all records and documents shall be made available for the Department upon request, or no more than 48 hours after request, if stored at a different site location. In no event may this location be outside of the State of Florida. The personnel file must contain all documentation required by Rule 65D-30.004 (4) F.A.C., Personnel Policies, Personnel Records, documentation of Department approval for the employee to provide services under any resulting Contract, proof that the Level II Background Screening has been completed, copies of the required TB testing, and the required CPR/First Aid training.</li> <li>c. <b>Clinical Charts-</b> The Vendor shall maintain an individual clinical chart on each inmate. The chart shall be maintained in accordance with Rule 65D-30, F.A.C., requirements and FDC policies. All clinical charts must be legible.</li> <li>d. <b>Program Curricula-</b> The Vendor shall maintain records of all curricula provided at the CRC. Program Curricula shall be made available to the Department, upon request.</li> <li>e. <b>Contraband Log-</b> The Vendor shall permanently maintain a Contraband Log form (DC6-219) at the CRC of all contraband found in the possession of inmates, visitors, or staff, pursuant to Requirement GPM-077 and any resulting Contract. Contraband Logs shall be made available to the Department, upon request.</li> <li>f. <b>Urinalysis Log-</b> In the event Vendor's staff is approved to perform offender urinalysis drug testing, the Vendor shall permanently maintain a log at the CRC of</li> </ol>

General Program Management Requirements (GPM)	
No.	Requirement
	all urinalysis testing, in accordance with FDC Procedure 602.010, Section 9, Recordkeeping. This log shall include, but not be limited to, inmate's name, DC#, type of test, reason for test, date test was administered, staff administering test and results. This log shall be maintained chronologically. The Vendor Urinalysis Log shall be made available to the Department upon request.
<b>GPM-116</b>	The Vendor shall ensure that all employed inmates have a minimum of three (3) job checks performed monthly. Two of the job checks may be telephonic and at least one has to be completed in person. All job checks, for every employed inmate, shall be entered in WRIMS.
<b>GPM-117</b>	The Vendor shall ensure the inmate's complete medical record will be forwarded to the Parent Institution.

### 3.6.2.1 General Program Management Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequences
<b>GPM-PM-001</b>	All inmates occupying a paid employment bed shall be employed in the community.	Achievement of outcome must meet or exceed 75%	Monthly	\$500.00, for every month achievement does not meet or exceed 75%.
<b>GPM-PM-002</b>	All employed inmates shall have a minimum of three (3) job checks, by the Vendor with the inmate's primary employer supervisor each month. Two (2) of the job checks may be telephonic, and one shall be in person	Achievement of outcome must meet or exceed 90%	Quarterly	One quarter percent (.25%) of the annual Contract value in the month following the end of the quarter, if achievement does not meet or exceed 90%. These months are October, January, April, and July
<b>GPM-PM-003</b>	Inmate tracking points shall be reviewed, by the Vendor daily and compared with the inmates approved daily schedule	Achievement of outcome must meet or exceed 90%	Monthly	\$1,500.00, for every month achievement does not meet or exceed 90%
<b>GPM-PM-004</b>	Submit a Staffing Plan and scheduled for review and approval within 15 days after Contract execution	Achievement of outcome must meet or exceed 99% compliance	Annually	One percent (1%) of the annual Contract value, for every month achievement is not met.

Performance Measures (PM)				
No.	Description	Expectation	Measurement	Financial Consequences
<b>GPM-PM-005</b>	Submit monthly Program Reports in the Department-approved format within 15 days after the last day of the month.	Achievement of outcome must meet or exceed 99% compliance	Monthly	\$100.00, per day for every day after the 15 <sup>th</sup> day after the last day of the month achievement is not met.
<b>GPM-PM-006</b>	Submit ad hoc reporting data within five (5) days from the date of request.	Achievement of outcome must meet or exceed 99% compliance	Per Request	\$100.00, per day for every day after the 5 <sup>th</sup> day data is requested and not submitted.

### 3.6.2.2 General Program Management Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
<b>DEL-GPM-1</b> Staffing Plan and Schedule	Bi-weekly	The Vendor's Staffing Plan and Schedule shall be approved by the Department's Contract Manager, or designee. (GPM-032)
<b>DEL-GPM-2</b> Monthly Program Report	15 days after the last day of the month during which service are provided	The Vendor shall submit Monthly Program Report to the Department's Contract Manager, or designee. (GPM-109)
<b>DEL-GPM-3</b> Ad Hoc Reports	Within five (5) days from date of the request	The Vendor shall provide the Department ad hoc reporting data, upon request of the Department's Contract Manager, or designee, or the Department's Office of Inspector General. (GPM-114)
<b>DEL-GPM-4</b> Auditing Report	Within 60 days after the end of every 12 month period	The Vendor shall submit Trust Account Audit reports to the Department's Contract Manager, or designee. (GPM-085)

### 3.6.3 Dynamic Readiness Programming

#### 3.6.3.1 Description

Every inmate housed at the CRC shall be enrolled in individualized dynamic readiness programming and/or aftercare services based on identified need for the first three (3) to four (4) months at the center. During the remainder of their time at the CRC, inmates will be placed in paid employment. Individuals in need of aftercare services may participate in aftercare during their entire stay at the CRC. Services will include employability skills, licensed aftercare services, cognitive-behavioral interventions, parenting, family reunification, anger management, mentoring, budgeting, victim awareness, and related transition services to enhance the inmate's successful reintegration back into society. All curriculums used must be evidenced-based and approved by the Department's Contract Manager, or designee.

Inmates shall participate in employment classes based on individualized needs and their Personalized Program Plan.

### 3.6.3.2 How Service is Provided Today

Today, the Department contracts with multiple Vendors to provide intensive substance abuse treatment, academic education, career and technical education, employment, and other life skills for four (4) to 12 months (varies by contract), followed by a period of paid employment. It is the Department's intent to better prepare all inmates for transition into the community. Core program services will be provided behind the fence to all custody levels, allowing inmates that would not previously had the opportunity to complete programming to do so and thereby work to systematically reduce their custody giving them an opportunity to participate in community-based programs.

### 3.6.3.3 Dynamic Readiness Programming Requirements

Dynamic Readiness Programming Requirements (DRP)	
No.	Requirement
<b>DRP-01</b>	<p>Vendors must provide dynamic readiness programs and services, during the first three (3) to four (4) months at the center, to address individual criminogenic needs of the inmate that provide development of independent living skills and economic self-sufficiency gained through meaningful employment. These services shall include:</p> <ol style="list-style-type: none"> <li>a. Cognitive-behavioral Interventions;</li> <li>b. Mentoring;</li> <li>c. Budgeting;</li> <li>d. Anger Management;</li> <li>e. Educational and literacy skills development;</li> <li>f. Parenting;</li> <li>g. Family Reunification;</li> <li>h. Life skills (Compass 100 or components thereof); and</li> <li>i. Victim Awareness.</li> </ol>
<b>DRP-02</b>	<p><u>Employment Re-Entry Skills and Job Placement/Retention/ Advancement</u></p> <p>The Vendor shall offer a curriculum(s) and assist inmates with the development of job readiness skills, job search skills, job retention skills, and job changes/advancement skills such as:</p> <ol style="list-style-type: none"> <li>a. completing job applications;</li> <li>b. appropriate interviewing techniques;</li> <li>c. realistic expectations about salary, hours, and benefits;</li> <li>d. acceptable grooming, personal hygiene, demeanor, and attitude;</li> <li>e. satisfactory presence on a job;</li> <li>f. following rules and regulations;</li> <li>g. getting along with supervisor(s) and co-workers;</li> <li>h. desirable work habits and attributes;</li> <li>i. when job changes are appropriate;</li> <li>j. proper steps for leaving/terminating jobs; and</li> <li>k. strategies for seeking job advancement and promotions.</li> </ol>
<b>DPR-03</b>	<p>The Vendor shall assist participants with obtaining a Driver's License, Birth Certificate, State ID and/or a Social Security card, if necessary. This assistance shall be provided, on an ongoing basis throughout the inmate's participation in the CRC. All cost associated with obtaining this information will be paid for by the inmate, however the</p>

<b>Dynamic Readiness Programming Requirements (DRP)</b>	
<b>No.</b>	<b>Requirement</b>
	Vendor can provide a loan to the inmate and collect the payment back at not more than 10% with paid employment income.
<b>DRP-04</b>	Through linkages to public and private employers, trade and vocational schools, and employment referral services in the community, the Vendor shall facilitate meaningful opportunities for employment and training. Participants engaged in vocational and/or educational training programs shall be required to maintain paid full-time employment (minimum of 32 hours per week).
<b>DRP-05</b>	All inmates at the CRC shall participate in the development or review of their existing comprehensive Readiness and Community Transition Plan prior to their release from the CRC. The Vendor's program staff must approve the Plan. A copy shall be placed in the inmate's classification file located at the CRC.
<b>DRP-06</b>	The Vendor shall provide a Department-approved Budgeting Skills Class to all inmates at the facility. The Vendor will ensure that inmate budgets are developed weekly by the inmate, utilizing the skills learned in class and reviewed and approved by the employment specialist or designated individual case manager/counselor technician.
<b>DRP-07</b>	The Vendor shall provide aftercare substance abuse services to any inmate who arrives at the CRC having successfully completed an In-Prison Intensive Outpatient or Residential Program during their current incarceration prior to placement in the CRC, and demonstrates a clinical need for such services. Aftercare treatment services shall include one (1) 60-90 minute process group, one (1) time per week, depending on individual clinical need, for a minimum of eight (8) weeks, and one (1) 45 minute individual counseling session one (1) time per month until the inmate is enrolled in the Alumni Support Group. Additional individual/group counseling sessions may be scheduled, if clinically warranted.
<b>DRP-08</b>	The Vendor shall provide weekly Alumni Groups for inmates who have completed the aftercare component. These groups may be facilitated by counseling staff or inmates who have completed treatment programming. Inmates shall be required to attend these support groups, or other self-help group model of addiction recovery, until their release from the facility. This service does not require licensure by the Department of Children and Families (DCF).
<b>DRP-09</b>	For inmates participating in substance abuse programming, the Vendor shall be required to utilize Texas Christian University "Client Evaluation of Self and Treatment (CEST)". The CEST scales provide a baseline for monitoring inmate performance and psychosocial changes during treatment both at the inmate level and the overall program level. Besides motivation, psychological, and social functioning, inmate self-ratings also are obtained on treatment needs, services received, treatment satisfaction, counseling rapport, treatment participation, peer support, and (outside) social support; all representing indicators related to outcomes during, and following treatment. Repeated assessments over time provide a basis for monitoring inmate change, and case planning.

**Dynamic Readiness Programming Requirements (DRP)**

<b>No.</b>	<b>Requirement</b>
<b>DRP-10</b>	<p>The Vendor shall ensure that the substance abuse programming clinical supervision is conducted by a “Qualified Professional”, in accordance with Chapter 397.416, F.S. The Clinical Supervisors shall provide on-site clinical supervision to substance abuse counselors no less than four (4) hours per month, per counselor. Clinical supervision shall at a minimum include the following:</p> <ul style="list-style-type: none"> <li>a. One (1) individual, face-to-face interview for one (1) hour duration with each Counselor to discuss clinical problems, program issues, and training needs. This interview shall be documented and signed by the Counselor and the Clinical Supervisors, and shall be available for review upon the Department’s request.</li> <li>b. One (1) hour observing group or individual counseling, conducted by each primary Counselor. Documentation of the observation shall be signed and dated by the Counselor and Clinical Supervisors and shall be available for review upon the Department’s request.</li> <li>c. Review of clinical charts shall be signed, dated and credentialed by the Clinical Supervisors (Qualified Professional), in accordance with Rule 65D-30, F.A.C. and Chapter 397.416, F.S. In addition, a minimum of five (5) charts or ten percent (10%) of the program’s total charts, whichever is greater, must be reviewed monthly. The Clinical Supervisors shall document the results of this review, and submit the results with the clinical supervision report. The Clinical Supervisors shall be responsible for the overall quality of each clinical file.</li> </ul>
<b>DRP-11</b>	<p>The Vendor shall provide the statutorily mandated Compass 100 Program, a 100-hour comprehensive transition course that covers job readiness and life management skills, or a Department approved equivalent, to all inmates who arrived at the facility without receiving this required programming, in accordance to Section 944.7065, F.S.</p>
<b>DRP-12</b>	<p>The Vendor staff at the CRC shall provide Thinking for A Change programming to all inmates with an identified need for cognitive behavioral intervention that have not successfully completed the program during their current incarceration. The Vendor is responsible for all costs related to the training and the delivery of this evidence-based curriculum. Training must be provided by a certified Thinking for A Change facilitator/trainer.</p>
<b>DRP-13</b>	<p>Family Reunification, in coordination with Department staff, sessions may be offered for inmates’ family members, as needed, and clinically appropriate, and in accordance with Rule 33-601, F.A.C., regarding Visitation.</p>
<b>DRP-14</b>	<p>The Vendor shall provide anger management programming to inmates with an identified need. The Vendor shall use a Department approved evidence-based curriculum.</p>
<b>DRP-15</b>	<p>The Vendor shall provide parenting programming to inmates with an identified need. The Vendor shall use a Department approved evidence-based curriculum.</p>
<b>DRP-16</b>	<p>The Vendor shall provide victim awareness programming to inmates with an identified need. Vendor shall use an evidence-based curriculum approved by the Department.</p>
<b>DRP-17</b>	<p>The Vendor shall develop a mentoring program for inmates with an identified need for pro-social associates.</p>

Dynamic Readiness Programming Requirements (DRP)	
No.	Requirement
DRP-18	<p><u>Faith Based Activities</u></p> <p>The Vendor shall make available access to non-denominational and denominational services for inmates at a minimum of one (1) time per week, not to exceed three (3) hours in duration, as directed in Rule 33-601.602, F.A.C.</p>

### 3.6.3.4 Dynamic Readiness Programming Performance Measures

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-004	All inmates occupying a dynamic readiness bed shall be enrolled in at least two (2) programs based on individually assessed need.	Achievement of the outcome must meet or exceed 99%	Quarterly	One quarter percent (.25%) of the annual Contract value in the month following the end of the quarter if achievement does not meet or exceed 99%. These months are October, January, April, and July.
PM-005	All inmates enrolled in Aftercare will successfully complete their Aftercare Plan by discharge.	Achievement of the outcome must meet or exceed 80%	Quarterly	\$500 for each percentage point below 80% in the month following the end of the quarter if achievement does not meet or exceed 80%. These months are October, January, April, and July.
PM-006	Ensure that all inmates with an identified criminal thinking risk demonstrate successful completion of programming by demonstrating a 2-point reduction in risk through a review of each inmate's CEST assessment instrument at the beginning of programming and at programming completion.	Achievement of outcome must meet or exceed 80%	Quarterly	One quarter percent (.25%) of the annual Contract value in the month following the end of the quarter if achievement does not meet or exceed 80%. These months are October, January, April, and July.



### 3.6.3.5 Dynamic Readiness Programing Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
<b>DEL-DRP-1</b> Inmate Program Enrollment	Quarterly	Quarterly inmate enrollment, program service plans, attendance rosters, and progress notes.
<b>DEL-DRP-2</b> Aftercare Enrollment and Discharge	Quarterly	Quarterly aftercare plan achievement status for all inmates enrolled in Aftercare Program component that have been successfully discharged from the Program.
<b>DEL-DRP-3</b> Criminal Thinking Assessment	Quarterly	Quarterly criminal rationalization risk assessment for all inmates that successfully complete dynamic readiness programming with an identified criminal thinking risk.

### 3.6.4 Program Facility

#### 3.6.4.1 Description

The Vendor shall ensure that any facility and location proposed is approved for the purposes outlined in this ITN and shall be appropriately zoned to house state inmates. Compliance with these zoning codes shall be evidenced by written documentation from the appropriate zoning board(s). The delivery of services at the facility shall be performed in a manner that ensures that Department program inmates are kept separate from non-Department participants during all service activities, including meals, and are housed on separate floors or otherwise separated in their housing assignments. The facility and location shall meet all State, county, and city zoning, permitting and licensing prior to Contract execution, as well as any other requirements necessary to operate the facility. Documentation of compliance shall be provided prior to the Contract execution. Vendors awarded a Contract, pursuant to this ITN, shall provide such documentation (or changes or revision thereto) to the Department's Contract Manager, or designee, upon request, at any time during the Contract period. The Vendor shall notify the Department of any action, including, but not limited to, a foreclosure action, which might affect the Vendor's legal entitlement to be in or possess the facility. This notice shall be made within 72 hours of any such action.

#### 3.6.4.2 Program Facility Requirements

Program Facility Requirements (PFR)	
No.	Requirement
<b>PFR-01</b>	<p>The Vendor shall provide services in a clean, safe facility and all components of the site shall be maintained in good repair, and in proper working order at all times. The Vendor shall provide, at no cost to the inmate, a facility appropriate for the provision of the following:</p> <p>a. Three (3) balanced and nutritious meals per day, provided on-site to inmates and prepared on-site by the Vendor, or prepared off-site by a food service establishment, operating in accordance with all applicable State, and county licensing requirements.</p>

### Program Facility Requirements (PFR)

No.	Requirement
	<p>b. Segregated Housing, separating males from females and offenders on probation from inmates, that includes electricity, central heating, air conditioning, and running water (both hot and cold) for inmates in the CRC program.</p> <p>c. A fully equipped kitchen and dining area in which food may be prepared, served, and consumed. The kitchen area shall meet the minimum square feet per inmate requirements, as set forth by the American Correctional Association (ACA) and local/state health code requirements; the dining area shall be a minimum of four (4) square feet per inmate, based on maximum occupancy at all times. The dining area may be used for multiple purposes such as visitation, classroom teaching, and program services, but not while meals are being consumed. A fully equipped kitchen is not required if Vendor chooses to provide subcontracted prepared food service delivery.</p> <p>d. A minimum of 37 ½ square feet of sleeping space per inmate is required, with adequate lighting, and ventilation, of which 15 square feet shall be unencumbered living space, and segregated for the inmates in the CRC. Adequate drawer space and a clothing storage area are to be provided for each inmate. All living and sleeping space shall be maintained in a clean, safe, attractive manner, to approximate a home living appearance.</p> <p>e. Approved linens including pillowcases, sheets, blankets, towels, washcloth, and bedding, including a flame retardant pillow and mattress, are to be supplied to each inmate. Linens shall be appropriate for summer and winter comfort zones. Hygiene items, for the maintenance of personal hygiene, are to be supplied, in accordance with Rule 33-602.101, F.A.C. Inmates with sufficient funds available may provide their own personal hygiene items such as soap and deodorant.</p> <p>f. Adequate space to accommodate segregated living, and program activities; including group rooms, educational space, vocational programming space, staff offices, and indoor recreation activities for the inmates in the CRC.</p> <p>d. Adequate segregated visiting space for the inmates, including identified space for inclement weather conditions, and an area conducive for children to engage in activities with their parents or siblings.</p> <p>e. Access to on-site telephone service to make and receive calls, with a sufficient number of telephones for inmate use. Telephone service must be provided in accordance with Rule 33-602.205, F.A.C., Inmate Telephone Use. Inmates assigned to a CRC, in accordance with Rule 33-601.602, F.A.C., Community Release Programs and Department Procedure 602.047, are authorized to possess one (1) cell phone each to assist them in setting up job interviews, cementing family relationships, and establishing contacts necessary to increase their chances for successful re-entry into the community.</p> <p>f. A minimum of one (1) operable toilet with one (1) sink and one (1) bathing facility for every eight (8) inmates.</p> <p>g. Monthly maintenance inspections with prompt correction of any facility deficiencies.</p> <p>h. A pest control program for prevention of vermin, insects, and other pests.</p>

**Program Facility Requirements (PFR)**

<b>No.</b>	<b>Requirement</b>
	<ul style="list-style-type: none"> <li>i. Laundry equipment (washer, dryer, and detergent vending) for inmate use shall be maintained at a level to address the needs of the facility. Any equipment provided by the Vendor for these services may be coin operated, and the Vendor may retain any revenue generated by said equipment. The cost charged to an inmate for use of the laundry vending equipment shall be in accordance with the market rate of the area and subject to Department approval, and shall be reviewed by the Department during the bi-annual Contract Monitoring.</li> <li>j. Each inmate shall have an individual, personal locker that can be locked.</li> <li>k. A minimum of one (1) appropriately stocked first aid kit for every 25 inmates. The first aid kits must be located throughout the facility.</li> <li>l. A minimum of one (1) blood borne pathogen exposure control, and clean up kit for every 25 inmates. These kits must be located throughout the facility where inmates live or receive services (i.e., control room, kitchen, and program area).</li> <li>m. The Vendor shall provide, to the maximum extent possible, a facility that is located in close proximity for public transportation, community resources, and employment opportunities. In the event that public transportation is not available, the Vendor shall assist the inmates with transportation needs for job interviews, employment, educational and vocational training, at a cost to the inmate not to exceed three dollars (\$3.00) each way.</li> <li>n. Office space available for use by Department staff that allows for confidential business to be conducted. The Vendor shall also provide access to a phone line with modem access in this office space, and ensure inmates do not have access to this space except when being interviewed by Department staff.</li> <li>o. The Vendor shall be responsible for all costs associated with repairs and maintenance of the facility, and shall ensure that funds are available and dedicated to ensure the total safety, maintenance, upkeep, appearance, and sanitation of the facility and grounds.</li> <li>p. The Vendor shall arrange for inspections and testing of all alarms and fire extinguishing equipment at least annually, or more frequently, as required by local code, permitting or licensure.</li> <li>q. The Vendor shall comply with all provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as any other applicable provisions.</li> </ul>
<b>-02</b>	<p>The Vendor shall be responsible for maintaining all equipment and materials as described in this ITN, and the resulting Contract, related to the operation of the CRC facility and related transitional services, including; but not limited to: office furniture and chairs, cleaning equipment and supplies, household supplies, bedding, flame retardant pillows and mattresses, light bulbs, laundry equipment, inmate telephones and telephone services, Program curriculum and recreational materials, food, food preparation or services, and all materials necessary to perform required administrative functions (e.g., office space, office supplies, forms, telephones, supplies, and preparation of documents).</p>

<b>Program Facility Requirements (PFR)</b>	
<b>No.</b>	<b>Requirement</b>
<b>PFR-03</b>	The Vendor will be required to utilize the Department's standardized forms, as required. A sample of all forms, with the exception of two or three-part colored copy forms, will be available from the Department, and may be duplicated as necessary for use by the Vendor. Any multi-part/colored form shall be available, upon request, from the Parent Institution.
<b>PFR-04</b>	<p>The Vendor shall be responsible for all utility, telephone, and data line costs associated with the facility. Utility and telephone service accounts shall be in the Vendor's name. The maintenance and repair of the facility shall be the responsibility of the Vendor. The Vendor will be required to provide routine maintenance, and upkeep in all areas including, but not limited to, the following:</p> <ul style="list-style-type: none"> <li>a. Roof</li> <li>b. Doors, Windows, Locks, etc.</li> <li>c. Central Heating and Air Conditioning</li> <li>d. Kitchen equipment/dining furnishings</li> <li>e. Electrical and Plumbing</li> <li>f. Flooring</li> <li>g. Painted Surfaces</li> <li>h. Inmate Beds and Lockers</li> <li>i. Common Area and Dayroom furnishings</li> <li>j. Office Phones</li> <li>k. Vermin/Pest Control</li> <li>l. Fire Extinguishing Equipment</li> <li>m. Fire Alarms</li> <li>n. Inspection &amp; testing of safety equipment</li> <li>o. Monthly inspections of facility for maintenance needs</li> </ul> <p>All buildings on the facility property will be the responsibility of the Vendor to maintain.</p>

### **3.6.5 Information Technology Software**

#### **3.6.5.1 Description**

To assist in the facilitation of a successful CRC, the Department has developed and will maintain a software application for use by the Vendor. The software application is known as the Work Release Information Management System (WRIMS). The application shall be used for operational purposes related to the provision of services under the resulting Contract, and will provide inmate information, automation of daily program operations, electronic communications, forms, data collection capability, and rules and procedures pertinent to the operation of a CRC. The WRIMS application is required to be used by the Vendor to communicate general status changes, updates, and logging of daily activities at the facility. In addition to maintaining and communicating general status changes, the application provides a means of capturing specific data required for mandatory reporting. Data for monthly and quarterly reporting requirements, as well as, monitoring statistics shall be entered into the application by Vendor's staff and reports generated based on established timeframes. Application training for the Vendor's staff will be provided by the Department.

The Vendor shall comply with the Department's Procedure 206.004, *Internet Services*, which covers guidelines for intranet/internet usage, and Procedure 206.007, *User Security for Information Systems*, which covers required User ID procedures. The Department may immediately cancel access to this application if it is misused by the Vendor's staff or its agents, or assigns. This system is managed by the Department's Information Technology staff including system installation, availability, maintenance, and help desk functions directly related to the application and security. No other person is allowed to troubleshoot or modify this application. Access to the personal computers and/or application is restricted to authorized Department and Vendor staff.

### 3.6.5.2 Information Technology Software Requirements

<b>Information Technology Software (ITS)</b>	
<b>No.</b>	<b>Requirement</b>
<b>ITS-01</b>	The Vendor is responsible for providing their own equipment, computing devices, data network, and connectivity devices. The Vendor will allow Department staff stationed at their facility, to use the Vendor data network. The Department will maintain administrative control, over any aspect of this service, within its corrections environment, to the degree necessary to maintain compliance with the U. S. Department of Justice, Criminal Justice Information Services (CJIS) Security Policy.
<b>ITS-02</b>	The Vendor and their staff will be held to contractual obligations of confidentiality, integrity, and availability in the handling and transmission of any Department information. No disclosure or destruction of any Department data can occur without prior express consent from the Department's Contract Manager, or designee. Access to Department information resources will require use of the Department's security access request (SAR) application, when applicable. Access to the Department's information network requires a Level II background check, in accordance with Department Procedure 208.054, and as described in Section 435.04, F.S.
<b>ITS-03</b>	It is the Vendor's responsibility to maintain knowledge of and compliance with relevant and applicable Department procedures. The Vendor must agree to comply to any applicable requirement necessary to the Department's compliance with local, State, and federal code or law. The Department is entitled to any information related to the Department or services delivered as a result of, or in participation with, the services outlined in this ITN. The Vendor agrees to provide any requested information in a Department-approved format.
<b>ITS-04</b>	Any access to the Department's network from an outside non-law enforcement entity must be done via the Department's remote access VPN. This service is provided by the Department. Once the Vendor has made the request through the normal Department contacts, the Department will require a copy of their security policies, and a network diagram. After review by the Department's network staff and information security staff, the Department's Chief Information Officer will make the final decision on granting access.
<b>ITS-05</b>	The Vendor may not access any resource or download any software from the Department's information network without prior approval from the Department. The Vendor's workstations, accessing the Department's information network via the Department's remote access VPN, must operate Windows 7, or a later operating system. The Vendor's workstations accessing the Department's information network via the VPN must use password protected screen savers that are enabled and configured for no more

	than 15 minutes of inactivity. The Vendor will be responsible for payment to the Department, for a one-time user fee in the amount of \$100.00, per user, for Juniper VPN access.
<b>ITS-06</b>	The Vendor's staff, with VPN access privileges to the Department's network, shall not use non-Department email accounts (i.e., Hotmail, Yahoo, AOL), or other external information resources to conduct Department business, thereby ensuring a reduced risk to Department data and ensuring that Department business is never confused with personal business.
<b>ITS-07</b>	The Department bears no responsibility if the installation of VPN software, or the use of any remote access systems, causes system lockups, crashes or complete or partial data loss on the Vendor's computing or network equipment. The Vendor is solely responsible for protecting and backing up all data present on its computing and network equipment and compliance with all regulatory legislation.
<b>ITS-08</b>	When VPN access is requested, the Vendor must also present an accurate and complete description of the Vendor's information network, including all permanent and temporary remote connections made from and to the Vendor's network, for the Department's review. Any access or connection to the Department's network, not approved by the Department, is strictly prohibited.
<b>ITS-09</b>	It is the responsibility of authorized users with VPN privileges to ensure that unauthorized persons are not allowed access to the Department's network. At no time should any authorized user provide their user ID or password to anyone, including supervisors and family members. All users are responsible for the communications conducted by their workstations through the VPN connection to the Department. Any attempt to fraudulently access, test, measure or operate unapproved software on the Department's network is strictly prohibited. The use of any software capable of capturing information network packets for display, or any other use, is prohibited without the express consent of the Department's Office of Information Technology.

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## **SECTION 4 – PROCUREMENT RULES AND INFORMATION**

### **4.1 General Instructions to Respondents**

The PUR 1001 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

### **4.2 Procurement Officer**

Questions related to the procurement should be addressed to:

**Pamela McLean, Procurement Officer**

Florida Department of Corrections  
Office of Financial Management  
Bureau of Procurement  
501 S. Calhoun Street  
Tallahassee, Florida 32399  
Email: [purchasing@fdc.myflorida.com](mailto:purchasing@fdc.myflorida.com)

### **4.3 Questions**

Pursuant to Section 287.057(23), F.S., Vendors who intend to respond 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 of the Notice of Agency Decision (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 Reply.

Questions will only be accepted if submitted in writing and received on or before the date and time specified in the Timeline. Responses will be posted on the Vendor Bid System (VBS) by the date referenced in the Timeline.

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

### **4.4 Special Accommodations**

Any person with a qualified disability requiring special accommodations at a public meeting, oral presentation and/or opening should call the Bureau of Support Services at (850) 717-3700, at least five (5) days prior to the event. If you are hearing or speech impaired, please contact the Bureau of Support Services by using the Florida Relay Service, which can be reached at 1-800-955-8771 (TDD).

### **4.5 Alternate Provisions and Conditions**

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Respondents are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation, see Section 4.3. Including alternate provisions or conditions to this solicitation may

result in the reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions if determined to be in the best interests of the state.

**4.6 Reply Bond**

Each Vendor is required to submit a Certified Check, Cashier’s Check or Reply bond with its response. The amount required per location is listed in the table below. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Vendor’s withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Vendors upon the execution of a Contract with the successful Vendor or upon cancellation of the solicitation. The check/bond of the successful Vendor will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Vendor fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments submitted will be deposited into the State Treasury. After execution of the Contract, return of any funds submitted pursuant to Section 4.6, will be accomplished by issuing a warrant made payable to the Vendor within five (5) business days. Any request for withdrawal of a submitted Reply, requested after five (5) business days will be subject to provisions of this section.

<b>Service Site Location (County)</b>	<b>Reply Bond Amount</b>
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

**4.7 Value-Added Services**

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

Any value-added service offered by the Vendor, if accepted by the Department, will become a requirement and be part of the minimum service specification contained in the resulting Contract. The Vendor should provide with their Reply, a detailed description of any value-added services the Vendor is offering the Department. Value-added services are provided at no cost to the Department. An example would be, “the Vendor will provide an industry certification.” These services would be in addition to those services that meet the minimum service requirements and specifications of this ITN

**4.8 Pass/Fail Mandatory Responsiveness Requirements**

The Department shall reject any and all Replies that do not meet the Pass/Fail criteria defined below.



- a) All data generated, used or stored by Respondent pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States;
- b) All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States;
- c) Respondent has a minimum of at least three (3) years' experience within the last five (5) years in in the provision of criminal justice/re-entry/work release type programs with substance abuse, education and vocational components in a correctional or security/law enforcement setting;
- d) Respondent's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- e) Respondent will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN;
- f) As required in Tab A, Respondent must be able to demonstrate their ability to meet the performance bond requirements. Prior to execution of the resultant Contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of the amount listed in the table below, per location, or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

<b>Service Site Location (County)</b>	<b>Performance Bond Amount</b>
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

- g) Respondent will deliver to the Department a Reply bond or check in the amount listed in the table below. The check/bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

<b>Service Site Location (County)</b>	<b>Reply Bond Amount</b>
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

- h) As required in Attachment VIII, Respondent attests to its positive financial standing and Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

#### **4.9 Submission of Replies**

Replies shall be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this ITN. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis in each Reply shall be on completeness and clarity of content.

Respondents are responsible for submitting their Replies to this ITN to the Procurement Officer by the date and time specified in Timeline of this solicitation. The Department will not consider late replies.

In their Reply to this ITN, each Vendor shall:

- a) Submit a separate Reply for each site location proposed, based on the Counties identified.
- b) Submit the Technical Reply and the Cost Reply in separately sealed packages. The Cost Reply should be included within the binder of the Technical Reply, but sealed separately.
- c) Submit one (1) signed original, plus seven (7) hardcopies of the Technical Reply, sealed separately from the Cost Reply.
- d) Submit one (1) signed original plus seven (7) hardcopies of the Cost Reply, sealed separately from the Technical reply.
- e) Submit seven (7) searchable PDF copies of the Technical Reply on CD-ROMs. In the event of differences between the information contained on the CD-ROM and the original written version, the written version will prevail.
- f) Submit seven (7) searchable PDF copies of the Cost Reply on a CD-ROM separate from the Technical Reply. In the event of differences between the cost information provided on the CD-ROM and the original written version, the written version will prevail.
- g) If the Respondent believes its Technical Reply contains information that is confidential, trade secret, or otherwise not subject to disclosure, Respondent shall submit one redacted electronic version of the Technical Reply, provided on a CD-ROM. The information contained on the CD-ROM shall be formatted in such a way that redactions provided on the pages of the electronic document cannot be removed. The reason for this requirement is that in the event the Department receives a public records request for this information the Department will be able to respond to such request by providing a copy of redacted electronic version of the document(s) provided by the Respondent. The Department will rely upon Respondent submitting the redacted version to ensure the redacted version satisfies this requirement. If a redacted version is not submitted, the Department is authorized to produce the entire documents, data, or records submitted by Respondent in answer to a public records request for these records.
- h) Sealed packages to be delivered shall be clearly marked with the solicitation number, company name, due date and time, and identify which package(s) contains the Technical Reply and Cost Reply.
- i) Submitted hardcopies contained in the sealed packages are to be clearly marked on the front cover of both the original and copies, with the Respondent's company name, solicitation number, and whether it is the Technical or Cost Reply. Hardcopies should be numbered 1-10, in sequential order for ease of tracking.

#### **4.10 Contents of Reply Submittals**

Replies are to be organized in TABs as directed below. Respondents shall complete each section entirely or the Respondent may be deemed not responsive.

The Reply shall be organized as follows:

**TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter (Limit 15 pages)**

**TAB A** shall contain a cover letter on the Respondent's letterhead with contact information and the name and signature of the person of the representative of the responding organization authorized to legally obligate the Respondent to provide the services. The cover letter must state that the Respondent agrees to provide the services as described in the ITN. Also, **TAB A** shall contain an executive summary of the Respondent's Reply. The executive summary will describe the technical solution, proposed cost model (actual pricing should not be included in the Technical Reply), and operational model the Respondent proposes in a concise and meaningful manner. No pricing information is to be included in the executive summary.

**TAB A** must also include a letter, signed on or after January 1, 2017, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount listed in the table below, per location.

Service Site Location (County)	Performance Bond Amount
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

**Failure by the Respondent to provide this letter with its Reply will be considered material and will result in the Reply being deemed not responsive.**

**TAB A** shall also include the completed Pass/Fail Requirements Certification (**Attachment VIII**) signed by the same person who signs the above-mentioned cover letter. A copy of the Respondent's current Dun & Bradstreet Financial Stress Score should be provided in this section.

**TAB B Experience and Ability to Provide Services (limit 50 pages)**

**TAB B** shall include the following information:

**a) References**

Using **Attachment IX** to this ITN, Respondents shall provide three references from businesses or government agencies, for which it has provided services of similar scope and size to the services identified in the ITN.

References shall pertain to current and ongoing services, or those that were completed prior to January 1, 2017. References shall not be given by:

- Persons employed by the Department within the past three (3) years.

- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent's organization.
- Relatives of any of the above.

The Procurement Officer reserves the right to contact the Respondent's references to verify the information was actually provided by the reference and the negotiation team may elect to contact the references to obtain further information regarding the Respondent's performance. In addition, the negotiation team reserves the right to contact and consider references other than those provided by the Respondent when making its best value determination.

## **b) Prior Work Experience**

### **a. Similar Contracts and Services**

A description of the Respondent's experience in providing CRC services or other services similar in a correctional setting or law enforcement setting, number of years providing these services, growth on a national level, and ownership structure. Respondents shall describe all contracts executed in the last five (5) years that are of similar scope and size to the services sought in this ITN. Respondents shall include any experience it has assuming operations from another service provider of correctional CRC services, and identify all relevant similarities or differences between such Contracts and the services sought via this ITN. The listing of similar Contracts shall contain the organization name, contact name, address, telephone number, and email address of the entity who received the services from Respondent.

### **b. Disputes**

Respondents shall identify all Contract disputes (including its affiliates, subcontractors, agents, etc.) it has had with any customer within the last five (5) years related to Contracts pursuant to which Respondent provided(s) similar services in the continental United States on an organizational or enterprise level. The term "Contract disputes" means any circumstance involving the performance or non-performance of a contractual obligation that resulted in: (i) identification by the Contract customer that Respondent was in default or breach of a duty under the Contract or not performing as required under the Contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such Contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

### **c. Subcontractor Information**

If the Respondent will use subcontractors to provide any of the services, the Respondent shall provide detailed information for all subcontractors it plans on contracting with to provide any of the services under the prospective Contract. This information shall be provided using **Attachment X**, Subcontracting Form. This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services via this ITN the subcontractor has provided, and all instances

of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

### **TAB C Description of Solution**

In **TAB C**, Respondent shall describe:

- a) Its understanding of the current state of CRC services in the Florida Department of Corrections.
- b) The Respondent's proposed value-added services.
- c) Its understanding of goals and general requirements of this solicitation.
- d) Its overall approach to satisfying the requirements and goals of this solicitation.
- e) How the Respondent's approach supports the Department's specific goals of the ITN.
- f) Any risks and challenges with the Department's goals.
- g) How the Respondent will ensure quality services while ensuring costs are contained.
- h) The Respondent's approach differentiators.
- i) The Respondent's transition approach.
- j) Why the Respondent's solution is best for the State.

### **TAB D Service Area Detail Solution**

Section 3 of the ITN defines the requirements and service level expectations of each service area that comprises the Department's CRC services.

In **TAB D**, for **each** of the Service Areas for which a Reply is being submitted, the Respondent shall:

- a) Acknowledge acceptance of each requirement.
- b) Acknowledge acceptance of the measures of each performance measure (PM).
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Respondent identifies as important that are not specified.
- d) Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings)
- e) Describe a plan for performing the service and meeting the requirements, including methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.
- f) Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.
- g) Describe ways to cut or minimize the costs associated with this service. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service.
- h) Describe any additional services or deliverables you will provide in addition to those required.

### **TAB E Transition and Implementation Plan**

Transition and Implementation Plans as required in Section 2.5 to ensure a complete and successful transition that can provide CRC services for the Department, the new Contractor will document a transition plan. The transition plan outlines key activities that must be completed while working with the Department

and current Contractor(s) during the transition period. Describe in detail the Respondent's plan for:

- a) Estimated Implementation and Transition Date Schedule
- b) On-boarding of resources.
- c) Participating in knowledge transfer including a breakdown by service area.
- d) Work environment and technology set-up.
- e) Introduction to Department stakeholders.
- f) Takeover of services.
- g) Other required service operation transition services.

Respondent shall submit with their Reply an Implementation Plan and Transition Schedule for existing services to be transitioned and new services to be implemented. The Respondent's Implementation Plan and Transition Schedule may be adjusted as deemed necessary and approved by the Department's Contract Manager, or designee. Once accepted by the Department, there will be no changes made to the Implementation Plan and Transition Schedule, unless a request is submitted in writing and approved by the Department's Contract Manager, or designee.

Respondent shall submit with their Reply a provisional Staffing Plan that identifies the types of positions and number of personnel in each position. The Plan shall also include a typical monthly staffing schedule that demonstrates coverage, seven (7) days a week, 24 hours a day, delineating the type and number of positions on duty at every given hour/shift. The Respondent's Staffing Plan shall include a back-up plan for filling absences and vacancies from work for each program site. The Plan shall include how the Respondent will utilize temporary/interim staff.

#### **TAB F Cost Reply for Initial Term and Renewal Years**

Respondent shall complete and submit for each location for which a Reply is being submitted **Attachments II thru VII**, Price Information Sheet, for the Contract's initial term and include this form in **TAB F** of its Reply to the ITN. **Attachments II thru VII** shall be submitted with the most favorable terms the Respondent can offer. The Department may reject Replies that are conditional, incomplete or which contain irregularities, as these will be deemed a counteroffer. While the Cost Reply should be sealed separately, a tab should be included and the Price Information Sheet should fit into TAB F upon opening of the Cost Reply.

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

The Price Information Sheet should identify the name of the Respondent, date of submission, and shall bear the signature of a Business/Corporate Representative authorized to bind the Respondent to the prices submitted.

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

#### **TAB G Additional ideas for improvement or cost reduction, and other supplemental materials**

In **TAB G** of its Reply to the ITN, the Respondent is invited to elaborate on additional ideas or tools for service improvements that are not specifically addressed in **TABs B – F** of its Reply but may be made available via Respondent's offering. The Department is interested in ideas or tools the Respondent believes will provide for greater performance and efficiency of operations. Respondent shall make sure to describe in detail all additional features, capabilities, or services that it will provide in the additional features section.

## **TAB H Completed Forms**

Unless otherwise directed Respondents shall complete the following forms and submit them to the Department in **TAB H** of its response:

- FORM 1 RESPONDENT'S CONTACT INFORMATION (ATTACHMENT XI)**
- FORM 2 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (ATTACHMENT XII)**
- FORM 3 NOTICE OF CONFLICT OF INTEREST (ATTACHMENT XIII)**

### **4.11 Reply Evaluation Criteria**

An evaluation team will be established to review and evaluate replies to this ITN, in accordance with the evaluation process below.

#### **A. TECHNICAL REPLY EVALUATION SCORE (0 - 500 POINTS)**

##### **1. Experience and Ability to Provide Services**

Evaluation of the Respondent's experience and ability to provide service will be based upon information contained in the entire response, but primarily on the information contained in **TAB B**.

##### **a. References**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) To what extent are the services described in the references similar to the services sought via the ITN?
- 2) To what extent do the references demonstrate Respondent's experience in performing contracts of similar size and scope for the services sought?
- 3) To what extent do the references demonstrate Respondent's ability to provide the requested services?
- 4) Are there any issues or concerns identified in the References regarding Respondent's experience and ability to provide the services?

##### **b. Prior Work Experience**

This section will be evaluated using, but will not be limited to, the following considerations:

- 1) To what extent has the Respondent's demonstrated via the Reply that it has experience in performing contracts of similar size and scope for the services sought?
- 2) To what extent did the Respondent convey the ability to provide these services?
- 3) Are there any issues or concerns identified regarding Respondent's experience and ability to provide the services?

## **2. Description of Offering**

Evaluation of the Respondent's proposed offering will be based upon information contained in the entire Reply, but primarily on the information contained in **TAB C**. Replies will be evaluated using, but will not be limited to, the following considerations:

- a) To what extent the proposed offering satisfies the following criteria:
  - 1) Demonstrates the Respondent's ability to effectively provide dynamic readiness programming, licensed aftercare, and paid employment services with a community release center setting.
  - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) How well does the summary of the offering, and the explanation of why it is the best offering for the State, address and meets the goals, needs, and expectations of the State?
- c) How well does the Respondent understand the goals to be achieved via this solicitation?

## **3. Service Area Detail Solution**

Evaluation of Respondent's Service Area Detail Solution will be based upon information contained in **TAB D** of the Respondent's Reply. Replies for each service area will be evaluated based on how well the offering operationally addresses the requirements described in Section 3. Evaluation of these requirements will be based upon information contained in **TAB D**. Replies given for each service area below will be evaluated for reasonableness, thoroughness, and viability in meeting minimum requirements described in Section 3.

- General Program Management Requirements
- Program Facility Requirements
- Dynamic Readiness Program Requirements
- Information Technology Software Requirements

Each service area identified above will be evaluated using, but will not be limited to, the following considerations:

- a) Respondent's demonstration of complete understanding and knowledge of the Department's statement of purpose and scope of services sought in this ITN.



- b) Description of the management, staffing, roles, and responsibilities for the proposed offering.
- c) Respondent's understanding of the staff conduct and safety requirements, and how the Respondent will ensure that all staff adhere to these requirements.
- d) Description and demonstration that services can be delivered and equipment installed within the time frames specified.
- e) Description of method and approach to providing inmate CRC services and meeting the requirements as described in Section 3 of this ITN.
- f) Description and understanding of system as it relates to required system protocols, system restrictions, security requirements, and reporting.
- g) Whether the Respondent's offering is consistent with the objectives of this solicitation.

**B. COST EVALUATION SCORE (0 – 250 Points)**

A total of two hundred fifty (250) points may be awarded to a Respondent's Cost Reply. The following formula will be applied to a Respondent's Cost Reply to determine the Cost Reply Score:

**Reply with Highest Cost Points:** Respondent submitting the lowest cost will receive the maximum number of points.

Maximum Price Points:

Initial Term	150 points
Renewal Term	100 points
<b>TOTAL</b>	<b>250 points</b>

**Respondent Cost Points:** Cost points assigned based on the above weight, for a specific Respondent as reflected in **Attachments II through VII, Price Information Sheets** of its Reply. Cost Points will be determined using the below formula:

The Respondent submitting the lowest initial Grand Total, will be awarded 150 points. All others Replies will receive Cost Points according to the following formula:

$$\frac{(N/X)}{1} \times 150 = Z$$

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

The Respondent submitting the lowest renewal term Grand Total, will be awarded 100 points. All others Replies will receive Cost Points according to the following formula:

$$\frac{(N/X)}{1} \times 100 = Z$$

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

**Max Cost Reply Points:** Maximum points available for the Cost Reply (250 points)

**Cost Reply Score:** Evaluation points awarded to the Vendor’s Cost Reply

**C. REPLY EVALUATION SCORE**

The Reply Evaluation Score is the sum of the Respondent’s weighted Technical Reply Evaluation Score (0 – 500 points) and Cost Reply Score (0 – 250 points).

**4.12 Reply Evaluation and Negotiation Process**

As to the Invitation to Negotiate process, Section 287.057(1)(c), F.S., provides in part:

“(c) Invitation to negotiate. - The invitation to negotiate is a solicitation used by an agency which is intended to determine the best method for achieving a specific goal or solving a particular problem and identifies one or more responsive Respondents with which the agency may negotiate in order to receive the best value.”

“4. The agency shall evaluate replies against all evaluation criteria set forth in the Invitation to Negotiate in order to establish a competitive range of replies reasonably susceptible of award. The agency may select one or more Respondents within the competitive range with which to commence negotiations. After negotiations are conducted, the agency shall award the Contract to the responsible and responsive Respondent that the agency determines will provide the best value to the State, based on the selection criteria.”

Using the evaluation criteria specified in Section 4.11, in order to establish a competitive range of Replies reasonably susceptible of award, the Department will evaluate and rank the Replies and, at the Department’s sole discretion, proceed to negotiate with Respondent(s) as follows.

**A. Evaluation Phase Methodology**

The evaluation team members will individually and independently review each Reply and evaluate the Replies by allocating 1 – 5 points for each of the following Technical Evaluation sections:

<b>Experience and Ability to Provide Services</b>	<b>Available Points (Scored by Evaluators)</b>	<b>Weight</b>	<b>Weighted Available Points</b>
References	<b>1-5</b>	5%	25
Prior Work Experience	<b>1-5</b>	10%	50
Description of Solution	<b>1-5</b>	20%	100
General Program Management Requirements Service Area Detail	<b>1-5</b>	20%	100
Dynamic Readiness Programming Requirements Service Area Detail	<b>1-5</b>	20%	100
Program Facility Requirements Service Area Detail	<b>1-5</b>	15%	75
Information Technology Software Service Area Detail	<b>1-5</b>	10%	50
<b>TOTAL</b>	<b>500 (weighted)</b>	<b>100%</b>	<b>500</b>

Evaluation Team members will assign a 1 – 5 score, using **no fractions or decimals**, to each Technical Evaluation section. The Evaluation Team members must include a written comment justifying any score other than 3 (adequate).

The table below provides the scoring guidelines to be used by Evaluation Team members when allocating Technical Evaluation points:

Assessment	Scoring Guidelines	Evaluator Score
<b>Poor</b>	Reply Fails to address the component or it does not describe any experience related to the component <b>OR</b> Reply is inadequate in most basic requirements, specifications, or provisions for the specific criteria	1
<b>Marginal</b>	Reply minimally addresses the requirements; one or more major considerations of the component are not addressed, or are so limited that it results in a low degree of confidence in the Respondent's response or proposed offering. <b>OR</b> Reply meets many of the basic requirements specifications, or provision of the specific items, but is lacking in some essential aspects for the specific criteria	2
<b>Adequate</b>	Reply adequately meets the minimum requirements, specification, or provision of the specific item, and is generally capable of meeting the State's needs for specific criteria	3
<b>Good</b>	Reply more than adequately meets the minimum requirements, specification or provision of the specific criteria, and exceeds those requirements in some aspects for the specific criteria	4
<b>Excellent</b>	Reply fully meets all requirements and exceeds several requirements Reply exceeds minimum requirements, specifications, and provisions in most aspects for the specific criteria	5

The Technical Evaluation scores received from each evaluator will be multiplied by their assigned weight and averaged to obtain the Respondent's weighted Final Technical Evaluation Score. The Department will combine the Respondent's Final Technical Score and the Respondent's Final Cost Score to determine the Respondent's Final Evaluation Score.

The Final Evaluation Scores for all Respondents will be used to rank the Replies (Reply with the highest score = 1, the second highest = 2, etc.). The ranking for each Reply will be used to establish a competitive range to determine which Respondents may be invited to participate in negotiations. The Department intends to first negotiate with the two most highly ranked

Respondents, but the Department reserves the right to negotiate more or less, or to reject all Replies.

Responsive and responsible Respondent(s) will be invited to negotiate based upon the Reply Evaluation Scores. Respondents are cautioned to propose their best possible offers in their initial Reply as failing to do so may result in the Respondent not being selected to proceed to negotiations. If necessary, the Department will request revisions to the approach submitted by the top-rated Respondent(s) until it is satisfied that the contract model will serve the State's needs and is determined to provide the best value for the State.

## **B. Negotiation Phase Methodology**

The Department reserves the right to negotiate with any or all responsive and responsible Respondents, serially or concurrently, to determine the best solution.

During the negotiation process the Department reserves the right to exercise the following rights. This list is not exhaustive.

1. Schedule additional negotiating sessions with any or all responsive Respondents.
2. Require any or all responsive Respondents to provide additional revised or final written Replies addressing specified topics.
3. Require any or all responsive Respondents to provide a written BAFO.
4. Require any or all responsive Respondents to address services, prices, or conditions offered by any other Respondents.
5. Pursue a contract with one or more responsive Respondents for the services encompassed by this solicitation, any addenda thereto, and any request for additional revised or final written Replies or request for best and final offers.
6. Pursue the division of contracts between responsive Respondents by type of service or geographic area, or both.
7. Arrive at an agreement with any responsive Respondent, finalize principal Contract terms with such Respondent and terminate negotiations with any or all other Respondents, regardless of the status of or scheduled negotiations with such other Respondents.
8. Decline to conduct further negotiations with any Respondent.
9. Reopen negotiations with any Respondent.
10. Take any additional administrative steps deemed necessary in determining the final award, including additional fact-finding, evaluation, or negotiation where necessary and consistent with the terms of this solicitation.
11. Review and rely on relevant information contained in the Replies received from Respondents.
12. Review and rely on relevant portions of the evaluations conducted.
13. Reject any and all Replies if the Department determines such action is in the best interest of the State.
14. Negotiate concurrently or separately with competing Respondents.
15. Accept portions of a competing Respondent's Reply and merge such portions into one project, including contracting with the entities offering such portions.
16. Waive minor irregularities in Replies.
17. Utilize subject matter experts, subject matter advisors, and multi-agency advisors to assist the negotiation team.

The Department has sole discretion in deciding whether and when to take any of the foregoing actions, the scope and manner of such actions, the responsive Respondent or Respondents affected and whether to provide concurrent public notice of such decision.

Before award, the Department reserves the right to seek clarifications, to request Reply revisions, and to request any information deemed necessary for proper evaluation of Replies. Respondents that proceed to negotiations will be required to make a presentation / demonstration, and may be required to provide additional references, an opportunity for a site visit, etc. The Department reserves the right to require attendance by particular representatives of the Respondent. Any written summary of presentations or demonstrations provided by the Respondent shall include a list of persons attending on behalf of the Respondent, a copy of the agenda, copies of all visuals or handouts, and shall become part of the Respondent's Reply. Failure to provide requested information may result in rejection of the Reply.

As part of the negotiation process, the Department will check references as described in Section 4.10, Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Respondent. The focus of the negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to the following.

**Selection Criteria:**

1. The Respondent's articulation of its approach to provide the services.
2. The innovativeness of Respondent's approach to provide the services.
3. Respondent's articulation of its solution and the ability of the solution to meet the requirements of this ITN and provide additional innovations.
4. Respondent's demonstrated ability to effectively provide the services.
5. Respondent's experience in providing the services being procured and the skills of proposed staff relative to the proposed approach and offering.
6. Respondent's technical Reply and Cost Replies as they relate to satisfying the primary goals of the CRC services identified herein.

The negotiation process will also include negotiation of the terms and conditions of the Contract, in accordance with Sections 287.057 and 287.058, F.S., as applicable to the services being procured pursuant to this ITN.

By submitting a Reply a Respondent agrees to be bound to the terms of the General and Special Contract Conditions. Respondents should assume these terms will apply during the prospective Contract term, but the Department reserves the right to negotiate different terms and related price adjustments if the Department determines that it provides the best value to the State.

**C. Final Selection and Notice of Intent to Award**

At the conclusion of negotiations, the Department will issue a written request for BAFO to one or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

1. A revised Statement of Work;
2. All negotiated terms and conditions to be included in final Contract; and
3. A final Cost Reply.

The BAFO will be returned to the negotiation team for review. Thereafter the Negotiation Team will meet in a public meeting to determine which offer constitutes the best value to the state based upon the Selection Criteria. Thereafter, the Department's negotiation team will develop a recommendation that identifies the award that will provide the best value to the State based on the above Selection Criteria. In so doing, the Negotiation Team is not required to score the Respondents, but will base its recommendation on the foregoing Selection Criteria. The score from the Evaluation Phase will not carry over into negotiations and the Negotiation Team will not be bound by those scores. The Procurement Officer will prepare a report to the Secretary, or designee, regarding the recommendation of the Negotiation Team.

It is the intent of the Department to contract with either one Respondent per location, one Respondent statewide, or multiple locations to one Respondent. This does not preclude use of subcontractors.

The Department does not anticipate reopening negotiations after receiving the BAFOs, but reserves the right to do so if it is in the best interest of the State.

The Secretary, or designee, will approve an award that will provide the best value to the State, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the Secretary, or designee, is not required to score the Respondents, but will base their decision on the Selection Criteria set forth above.

#### **4.13 Reply Opening**

Replies will be publicly opened at the time and date specified in the Timeline. The opening of Replies will take place at the Department of Corrections, Bureau of Procurement, 501 S. Calhoun Street, Tallahassee, Florida. The name of all Respondents submitting Replies shall be made available to interested parties upon written request to the Procurement Officer listed in Section 4.2.

#### **4.14 Costs of Preparing Reply**

The Department is not liable for any costs incurred by a Respondent in responding to this ITN, including those for oral presentations, if applicable.

#### **4.15 Disposal of Replies**

All Replies 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 Reply will not affect this right. Should the Department reject all Replies and issue a re-bid, information submitted in response to this ITN will become a matter of public record as indicated in Section 119.071(b), F.S.

#### **4.16 Right to Withdraw Invitation to Negotiate**

The Department reserves the right to withdraw this ITN at any time and by doing so assumes no liability to any Respondent.

#### **4.17 Right to Reject Reply Submissions and Waiver of Minor Irregularities**

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Reply/Service Delivery Narrative or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Respondent an advantage or benefit not enjoyed by other Respondents, or does not adversely

impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

#### **4.18 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 am to 5:00 pm 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.

#### **4.19 Mandatory Pre-Bid Conferences**

All interested Vendors, before submitting their replies, must attend a mandatory Pre-Bid Conference and become familiar with conditions that may, in any manner, affect the work to be done. **Attendance at this Pre-Bid conference is mandatory.** The Department has set a specific date and location for the conference and will not allow conferences for individual Vendors or conferences at any other time.

The Department will accept verbal questions during this conference and will make a reasonable effort to provide answers at that time. Impromptu questions will be permitted and spontaneous answers provided; however parties should clearly understand that the Department will issue a written response ONLY to those questions subsequently submitted in writing in accordance with Section 4.3. This written response will be provided to all prospective Vendors as an addendum to the ITN and shall be considered the Department's official answer or position as to the question or issue posed. Verbal answers and discussions are for informational purposes only and shall not be binding upon the Department.

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

#### **4.20 Addenda**

The Department will post all addenda and materials relative to this procurement on the Florida Vendor Bid System at [http://www.myflorida.com/apps/vbs/vbs\\_main\\_menu](http://www.myflorida.com/apps/vbs/vbs_main_menu). **Interested parties are responsible for monitoring this site for new or changing information relative to this procurement.** Vendors are responsible for ensuring that all addendums have been read and incorporated, as applicable, in their Reply.

#### **4.21 Cost/Price Discussions**

Any discussion by a Vendor with any employee or authorized representative of the Department involving cost or price information, occurring prior to posting of the Notice of Agency Decision, will result in rejection of said Vendor's Reply.

#### **4.22 No Prior Involvement and Conflicts of Interest**

Section 287.057(17)(c), F.S., provides, "A person who receives a contract that has not been procured pursuant to subsections (1)-(3) to perform a feasibility study of the potential implementation of a subsequent contract, who participates in the drafting of a solicitation or who develops a program for future implementation, is not eligible to contract with the agency for any

other contracts dealing with that specific subject matter, and any firm in which such person has any interest in not eligible to receive such contract. However, this prohibition does not prevent a Vendor who responds to a request for information from being eligible to contract with an agency.”

The Department considers participation through decision, approval, disapproval, recommendation, preparation of any part of a purchase, 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.

Acknowledge acceptance on the Notice of Conflict of Interest Form, Attachment XIII.

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

#### **4.23 State Licensing Requirements**

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

#### **4.24 MyFloridaMarketPlace (MFMP) Vendor 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) system, unless exempted under Rule 60A-1.030, F.A.C. State agencies shall not enter into an agreement for the sale of commodities or contractual services, as defined in Section 287.012, F.S., with any vendor not registered in the MyFloridaMarketPlace VIP system, unless exempted by rule. A vendor not currently registered in the MyFloridaMarketPlace VIP system shall do so within five (5) days of award.

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

#### **4.25 Unauthorized Employment of Alien Workers**

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

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

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) 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(s) 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(s) 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(s) 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(s) 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(s) 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(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted  
In response to this solicitation.

#### **4.27 Vendor Substitute W-9**

The State of Florida Department of Financial Services (DFS) requires all vendors that do business with the state to electronically submit a Substitute W-9 Form to <https://flvendor.myfloridacfo.com>. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS is ready to assist vendors with additional questions. You may contact their Customer Service Desk at 850-413-5519 or [FLW9@myfloridaacfo.com](mailto:FLW9@myfloridaacfo.com).

#### **4.28 Scrutinized Vendors Certification**

If the resulting Contract exceeds \$1,000,000.00 in total, not including renewal years, the Contractor must certify that they are not listed on either the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List created pursuant to Sections 215.473, F.S. and 215.4725, F.S. Pursuant to Section 287.135(5), F.S., and 287.135(3), F.S., Contractor agrees the Department may immediately terminate the Contract for cause if the Contractor is found to have submitted a false certification or if Contractor is placed on the Scrutinized Companies with Activities in Sudan List, the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or the Scrutinized Companies that Boycott Israel List, or is engaged in a boycott of Israel during the term of the Contract.

#### **4.29 Disclosure of Reply Submittal Contents**

All documentation produced as part of this solicitation shall become the exclusive property of the Department and may not be removed by the Vendor or its agents. All replies 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 Reply. Selection or rejection of a Reply shall not affect this right.

#### **4.30 Posting of Notice of Agency Decision**

In regard to any competitive solicitation, the Department shall post a public notice of agency action when the Department has made a decision including, but not limited to, a decision to award a Contract, reject all Replies, or to cancel or withdraw the solicitation.

The Notice of Agency Decision will be posted on or about the date shown in the Timeline and will remain posted for a period of 72 hours (Saturdays, Sundays and State holidays shall be excluded

in the computation of the 72 hour time period). Posting will be made available on the Florida Vendor Bid System at [http://vbs.dms.state.fl.us/vbs/main\\_menu](http://vbs.dms.state.fl.us/vbs/main_menu).

## **SECTION 5 – CONTRACT TERMS AND CONDITIONS**

### **5.1 General Contract Conditions**

The PUR 1000 is incorporated by reference and may be viewed at the following link:  
[http://www.dms.myflorida.com/business\\_operations/state\\_purchasing/documents\\_forms\\_references\\_resources/purchasing\\_forms](http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms).

### **5.2 Travel Expenses**

The Department shall not be responsible for the payments of any travel expenses incurred by the Vendor(s) resulting from this ITN.

### **5.3 E-Verify**

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

### **5.4 State Initiatives**

#### **5.4.1 Diversity in Contracting**

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

To this end, it is vital that small, minority, women, and service-disabled veteran business enterprises participate in the state’s procurement process as both vendors and subcontractors in 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/)

Diversity in Contracting documentation shall be submitted to the Contract Administrator and should identify any participation by diverse vendors and suppliers as prime vendors, subcontractors, vendors, resellers, distributors, or such other participation as the parties may agree. Diversity in Contracting documentation shall include the timely reporting of spending with certified and other minority/service-disabled veteran business enterprises. Such reports must be submitted at least monthly, and include the period covered, the name, minority code and Federal Employer Identification Number (FEIN) of each minority/service-disabled veteran vendor utilized during the period, commodities,

and services provided by the minority/service-disabled veteran business enterprise, and the amount paid to each minority/service-disabled veteran vendor on behalf of each purchasing agency ordering under the terms of the contract resulting from this ITN.

#### **5.4.2 Environmental Considerations**

The State supports, and encourages initiatives to protect and preserve our environment. If applicable, the Vendor(s) shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The Vendor(s) shall also provide a plan, if applicable, for reducing, and or handling of any hazardous waste generated by Vendor's company, in accordance with 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 that exceeds a certain threshold must have a valid and current Hazardous Waste Generator Identification Number. This identification number shall be submitted as part of vendor's explanation of its company's hazardous waste plan, and shall explain in detail its handling and disposal of this waste.

### **5.5 Subcontracts**

The Vendor(s) may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of reply submission, and the amount of the subcontract must be identified in the Reply. 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(s) enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor(s) 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(s).

If a subcontractor is utilized by the Vendor(s), the Vendor(s) shall pay the subcontractor within seven working 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(s) shall be solely liable to the subcontractor for all expenses and liabilities under the Contract resulting from this ITN. Failure by the Vendor(s) to pay the subcontractor within seven working days will result in a penalty to be paid by the Vendor(s) to the subcontractor in the amount of one-half of one percent 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.

### **5.6 Insurance**

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

If the Vendor(s) is a state agency or subdivision as defined in Section 768.28, F.S., the Vendor(s) 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.

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

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

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

The Vendor(s), 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(s). The Vendor(s) has no liability when such claim is solely, and exclusively due to the combination, operation, or use of any article supplied hereunder with equipment or data not supplied by the Vendor(s) or is based solely and exclusively upon the Department's alteration of the article. The Department will provide prompt written notification of a claim of copyright or patent infringement, and will afford the Vendor(s) full opportunity to defend the action, and control the defense of such claim.

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

## **5.8 Independent Contractor Status**

The Vendor(s) 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(s) 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.

#### **5.9 Assignment**

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

#### **5.10 Force Majeure**

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

#### **5.11 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.

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

The Vendor(s) 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.

#### **5.13 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, and of the general public which is served by the Department, either directly or indirectly, through these services.

#### **5.14 Taxes**

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

#### **5.15 Safety Standards**

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

#### **5.16 Americans with Disabilities Act**

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

#### **5.17 Employment of Department Personnel**

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

#### **5.18 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 Replies received in response hereto and shall govern any and all claims, and disputes which may arise between person(s) submitting a 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.

#### **5.19 Conflict of Law and Controlling Provisions**

Any resultant Contract, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

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

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

#### **5.21 Modifications After Contract Execution**

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

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

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

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.

## 5.22 Contract Monitoring

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

- Desk review of records related to service delivery maintained at Department facilities serviced by the Contract (shall include any documents and databases pertaining to the Contract and may be based on all documents and data or a sampling of same whether random or statistical);
- On-site review of records maintained at Vendor's business location;
- Interviews with Vendor and/or Department staff;
- Review of grievances filed by inmates regarding Vendor's service delivery; and
- Review of monitoring, audits, investigations, reviews, evaluations, or other actions by external agencies.

A Contract Monitoring tool will be developed and administered by the Department, in accordance with the requirements in this Contract. The monitoring tool will be utilized in review of the Vendor's performance. Such monitoring may include, but is not limited to, both announced and unannounced site visits.

To ensure the Contract Monitoring process is conducted in the most efficient manner, the Department has established a Vendor's Self-Certification of Compliance checklist, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Self-Certification of Compliance will be retained in the Contract Manager's file and the official Contract file. The Vendor shall complete the Self-Certification of Compliance checklist within 30 days of execution of the Contract resulting from this ITN and forward the original to the Contract Manager.

The Department's Contract Monitor, or designee, will provide a written monitoring report to the Vendor within three weeks of a monitoring visit. Non-compliance issues identified by the Contract Manager, or designee, will be identified in detail to provide opportunity for correction where feasible.

Within 10 days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Contract Manager (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time frames identified or the Department will impose financial consequences, as appropriate. The Contract Manager, Contract Monitoring Team, or other designated Department staff, may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

## 5.23 Rights to Examine, Audit and Administer Resources

The Vendor will permit online and onsite visits by Department's authorized employees, officers, inspectors, and agents during an administrative or criminal investigation. The process can begin with either declaration of a computer security incident (CSIRT) from the Department's CIO or Information Security Officer or directly from the Department's Inspector General.

The Vendor will make available any and all operating system computer logs generated by the mainframe, servers, routers, and switches as requested. If requested the Vendor will provide the Department with administrative level on-line access to the server console interfaces and logs.

Right to Audit: The Vendor will permit and facilitate both physical and virtual access to the mainframe, servers, intrusion prevention system, firewalls, routers and switches by the Department's authorized audit staff or representatives. Such access may include both internal and external security scans of those resources.

In certain criminal investigations it may be necessary for the Department to seize control of the mainframe or servers for the purpose of evidentiary control, pursuant to Sections 20.055 and 944.31, F.S.

## **5.24 Financial Consequences**

By executing any Contract that results from this ITN, 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 the assessment of financial consequences, the Vendor shall forward payment to the Department's Contract Manager, or designee. Payment shall be for the appropriate amount, be made payable to the Department. 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 damages; documentation of the amount of consequences imposed shall be included with the invoice.

## **5.25 Default**

Failure to adhere to Contract terms and conditions may be handled in accordance with Rule 60A-1.006, F.A.C. The Department may take any other actions deemed necessary and appropriate to make the State whole in the event of such default.

## **5.26 Termination**

### **5.26.2 Termination at Will**

Any resultant Contract may be terminated by the Department upon no less than 30 calendar days' notice and by the Vendor upon no less than 180 calendar days' notice, without cause, unless a lesser time is mutually agreed upon by both parties. Notice shall be delivered by certified mail (return receipt requested), by other method of delivery whereby an original signature is obtained, or in-person with proof of delivery.

### **5.26.3 Termination Due to Lack of Funds**

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



#### **5.26.4 Termination for Cause**

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

#### **5.26.5 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 resultant Contract.

### **5.27 Retention of Records**

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Vendor for a period of five years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. 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.

**5.28 Indemnification**

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

**5.29 Inspector General**

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

**5.30 Cooperative Purchasing**

Pursuant to their own governing laws, and subject to the agreement of the Vendor, other entities may be permitted to make purchases in accordance with the terms and conditions contained herein. The Department shall not be a party to any transaction between the Vendor and any other purchaser.

Other state agencies wishing to make purchases from this agreement are required to follow the provisions of Section 287.042(16)(a), F.S. This statute requires the Department of Management Services to determine that the requestor's use of the Contract is cost effective and in the best interest of the State.

**5.31 Performance Guarantee**

The Vendor shall furnish the Department with a Performance Guarantee in the amount of one million (\$1,000,000.00) dollars, on an annual basis, for a time frame equal to the term of the resultant Contract.

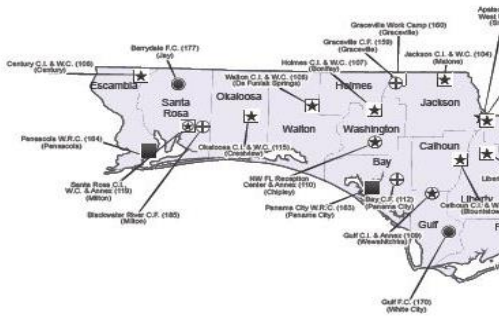
The form of the guarantee shall be a bond, cashier's check, or money order made payable to the Department. The guarantee shall be furnished to the Contract Manager or designee within 30 days after execution of the Contract which may result from this ITN. No payments shall be made to the Vendor until the guarantee is in place and approved by the Department in writing. Upon renewal of the Contract, the Vendor shall provide proof that the performance guarantee has been renewed for the term of the Contract renewal.

Based upon Vendor performance after the initial year of the Contract, the Department may, at the Department's sole discretion, reduce the amount of the bond for any single year of the Contract or for the remaining Contract period, including the renewal.

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# ATTACHMENT I- MAP OF REGIONS AND CORRESPONDING FACILITIES

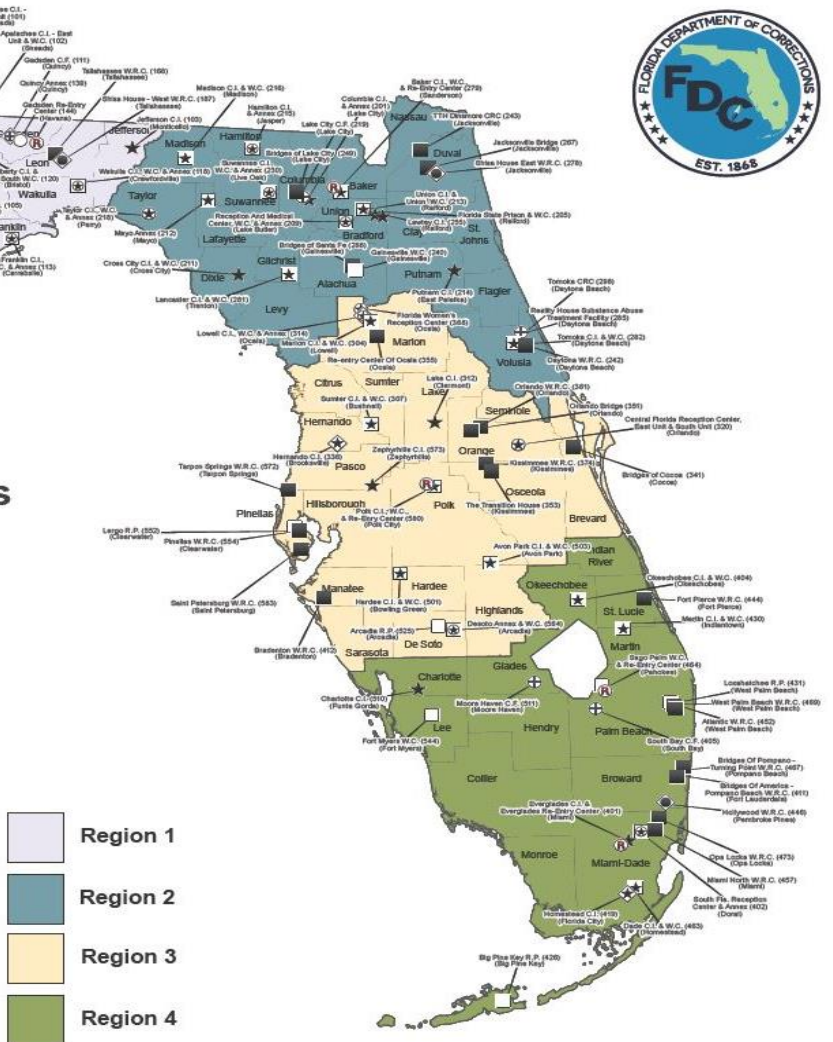
FDC ITN-18-001



## Map of Florida's Correctional Institutions

**Correctional Facilities Legend**

- ★ Major Institutions
- ⊕ Major Institutions with Annex
- ⊕ Major Institutions with Work Camp
- ⊕ Major Institutions with Annex & Work Camp
- ◆ Female Institutions
- ◆ Female Institutions with Annex
- Work Release Centers
- ◆ Female Work Release Centers
- Annex
- Road Prisons & Work Camps
- ⊕ Female Forestry Camps
- Forestry Camps
- ⊗ Substance Abuse Treatment Facilities
- ⊕ Partner Facilities
- ⊕ Partner Female Facilities
- ⊕ Re-Entry Center



- Region 1
- Region 2
- Region 3
- Region 4

**ATTACHMENT II  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Duval County, Florida**

The Vendor shall provide services to a single location within Duval County, Florida, as described in Section 3 of the ITN. Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male	Female	
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

Renewal Term (Up to Five (5) Year Renewal Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male	Female	
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

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

\_\_\_\_\_  
FEIN#

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT III  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Hillsborough County, Florida**

Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN. The Vendor shall provide services to a single location within Hillsborough County, Florida, as described in Section 3 of the ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)			
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds	Grand Total Cost
		Male	
Dynamic Readiness Bed	\$ _____		\$ _____
Paid Employment Bed	\$ _____		\$ _____
<b>Grand Total Cost \$</b>			_____

Renewal Term (Up to Five (5) Year Renewal Period)			
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds	Grand Total Cost
		Male	
Dynamic Readiness Bed	\$ _____		\$ _____
Paid Employment Bed	\$ _____		\$ _____
<b>Grand Total Cost \$</b>			_____

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

FEIN# \_\_\_\_\_

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

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

DATE \_\_\_\_\_

**ATTACHMENT IV  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Orange County, Florida**

Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN. The Vendor shall provide services to a single location within Orange County, Florida, as described in Section 3 of the ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

Renewal Term (Up to Five (5) Year Renewal Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

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

\_\_\_\_\_  
FEIN#

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT V  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Pinellas County, Florida**

Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN. The Vendor shall provide services to a single location within Pinellas County, Florida, as described in Section 3 of the ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Female		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

Renewal Term (Up to Five (5) Year Renewal Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Female		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

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

\_\_\_\_\_  
FEIN#

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT VI  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Seminole County, Florida**

Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN. The Vendor shall provide services to a single location within Seminole County, Florida, as described in Section 3 of the ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

Renewal Term (Up to Five (5) Year Renewal Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

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

\_\_\_\_\_  
FEIN#

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

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

\_\_\_\_\_  
DATE



**ATTACHMENT VII  
PRICE INFORMATION SHEET  
FDC ITN-18-001**

**Volusia County, Florida**

Vendors shall submit a separate Price Information Sheet for each location when submitting a reply to this ITN. The Vendor shall provide services to a single location within Volusia County, Florida, as Described in Section 3 of the ITN.

Address of Proposed Facility (if known):

Street Address	City/State/Zip Code
_____	_____

Initial Term (Five (5) Year Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

Renewal Term (Up to Five (5) Year Renewal Period)				
Bed Type	Unit Price (per day, per occupied bed)	Maximum # of Beds		Grand Total Cost
		Male		
Dynamic Readiness Bed	\$ _____			\$ _____
Paid Employment Bed	\$ _____			\$ _____
<b>Grand Total Cost \$</b>				_____

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

\_\_\_\_\_  
FEIN#

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

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

\_\_\_\_\_  
DATE

**ATTACHMENT VIII – PASS/FAIL REQUIREMENT CERTIFICATION  
AND NON-COLLUSION CERTIFICATION  
FDC ITN-18-001**

**1. Business/Corporate Experience**

This is to certify that the Vendor has at least three (3) years’ experience within the last five (5) years, in the provision of criminal justice/re-entry/work release type programs with substance abuse, education and vocational components. The Respondent shall provide licensed Outpatient and Aftercare services, in accordance with Chapter 397, F.S., and Rule 65D-30, F.A.C., that meet or exceed the requirements as outlined in the Program Description and all related materials, and any subsequent revision and/or addenda. The Department reserves the right to require revisions to these materials to meet the specific needs of the Department or the inmate population.

**2. Prime Respondent**

This is to certify that the Respondent will act as the prime Respondent to the Department for all services provided under the Contract that results from this ITN.

**3. Performance Bond**

This is to certify that the Respondent is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of the amounts listed in the table below for each location or the average annual price of the Contract (averaged from the initial five year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).

Service Site Location (County)	Performance Bond Amount
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

**4. Reply Bond**

This is to certify that the Respondent will deliver to the Department a Reply bond or check in the amount listed in the table below. The bond ensures against a Respondent’s withdrawal from competition subsequent to their submission of a Reply.

Service Site Location (County)	Reply Bond Amount
Duval	\$50,000.00
Hillsborough	\$75,000.00
Orange	\$75,000.00
Pinellas	\$75,000.00
Seminole	\$50,000.00
Volusia	\$10,000.00

**5. Meets Legal Requirements**

This is to certify that the Respondent’s proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida’s Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.).

**6. Data Generated**

All data generated, used or stored by Respondent pursuant to the prospective Contract state will reside and remain in the United States and will not be transferred outside of the United States.

**7. Services Performed**

All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States.

**8. Financial Stability**

This is to certify that the Respondent attests to its positive financial standing and that the Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

**9. Statement of No Inducement**

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

**10. Statement of Non-Disclosure**

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

**11. Statement of Non-Collusion**

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

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

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

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

Print \_\_\_\_\_

Being duly sworn deposes and says that the information herein is true and sufficiently complete

Subscribed and sworn \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_.

Personally \_\_\_\_\_ OR Produced \_\_\_\_\_ Type of Identification \_\_\_\_\_

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

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

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**ATTACHMENT IX – RESPONDENT’S REFERENCE FORM  
FDC ITN-18-001**

In the spaces provided below, the Respondent shall list all names under which it has operated during the past five (5) years.

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On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one organization and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent’s Name.

References that are listed as subcontractors in the response will not be accepted as references under this solicitation. Additionally, References shall pertain to current and ongoing services or those that were completed prior to January 1, 2017. References shall not be given by:

- Persons employed by the Department within the past three (3) years.
- Persons currently or formerly employed or supervised by the Respondent or its affiliates.
- Board members within the Respondent’s organization.
- Relatives of any of the above.

The Department will attempt to contact the three (3) references provided by the Respondent to complete the Evaluation Questionnaire for references. The total number of references contacted to complete an Evaluation Questionnaire for Past Performance for any response will be three.

References should be available for contact during normal business hours, 9:00 a.m. – 5:00 p.m., Eastern Time. The Department will attempt to contact each reference by telephone up to three times. The Department will not correct incorrectly supplied information.

**Additionally, the Department reserves the right to contact references other than those identified by the Respondent to obtain additional information regarding past performance.**

**ATTACHMENT IX – RESPONDENT’S REFERENCE FORM  
FDC ITN-18-001**

**Reference #1**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

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

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference:**

**ATTACHMENT IX – RESPONDENT’S REFERENCE FORM  
FDC ITN-18-001**

**Reference #2**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

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

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference**

**ATTACHMENT IX – RESPONDENT’S REFERENCE FORM  
FDC ITN-18-001**

**Reference #3**

**Respondent’s Name:** \_\_\_\_\_

**Reference’s Name:** \_\_\_\_\_

**Address:** \_\_\_\_\_

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

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

**Contract Performance Period:** \_\_\_\_\_

**Location of Services:** \_\_\_\_\_

**Brief description of the services performed for this reference**

**EVALUATION QUESTIONNAIRE FOR REFERENCES  
(Completed by the Department)**

**Respondent's Name:** \_\_\_\_\_

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

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

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

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

1. Briefly describe the services the vendor performed for your organization:
2. How would you rate the contract implementation with this vendor? Excellent, Good, Acceptable, Fair, Poor
3. Did the vendor consistently meet all of its performance/milestone deadlines?
4. Did the vendor submit reports and invoices that were timely and accurate?
5. Did you impose sanctions, penalties, liquidated damages, or financial consequences on the vendor during the last 12 months?
6. How would you rate the vendor's key staff and their ability to work with your organization? Excellent, Good, Acceptable, Fair, Poor
7. Did you ever request dismissal of any key staff?
8. Did the vendor's project/contract manager effectively manage the contract?
9. How would you rate the vendor's customer service? Excellent, Good, Acceptable, Fair, Poor
10. Was the vendor's staff knowledgeable about the contract requirements and scope of services?
11. Did the vendor work cooperatively with the organization during the course of the contract?
12. Would you contract with this vendor again?

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date





**ATTACHMENT XI- RESPONDENT'S CONTACT INFORMATION**  
**FDC ITN-18-001**

The Respondent shall identify the contact information as described below.

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

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

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

\_\_\_\_\_

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

\_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone: \_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

\_\_\_\_\_

Email: \_\_\_\_\_

\_\_\_\_\_

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**ATTACHMENT XII – CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM  
FDC ITN-18-001**

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

1. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.
2. Inform employees about the dangers of drug abuse in the workplace, the business's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug abuse violations.
3. Give each employee engaged in providing the commodities or Contractual services that are under response a copy of the statement specified in Subsection (1).
4. In the statement specified in Subsection (1), notify the employees that, as a condition of working on the commodities or Contractual services that are under response, the employee will abide by the terms of the statement and will notify the employer of any conviction of, or plea of guilty or nolo contendere to, any violation of Chapter 894, Florida Statutes, or of any controlled substance law of the United States or any state, for a violation occurring in the workplace no later than five (5) days after such conviction.
5. Impose a sanction on any employee who is so convicted or require the satisfactory participation in a drug abuse 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 XIII - NOTICE OF CONFLICT OF INTEREST  
FDC ITN-18-001**

**Organization Responding to Solicitation:** \_\_\_\_\_

**Solicitation Number: FDC ITN-18-001**

For the purpose of participating in this solicitation process and complying with the provisions of chapter 112, of the Florida Statutes, the undersigned corporate officer hereby discloses the following information to the Department of Management Services:

1. Identify all corporate officers, directors or agents of the Respondent who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

\_\_\_\_\_

—

2. For all persons identified in section 1 above, please identify if they own an interest of ten percent (10%) or more in the company/entity named above:

\_\_\_\_\_

—

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

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

Organization: \_\_\_\_\_

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## ATTACHMENT XIV – SECURITY REQUIREMENTS FOR CONTRACTORS

### FDC ITN-18-001

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

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

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

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

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

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**ATTACHMENT XV**

**CONTRACTUAL MONTHLY PERFORMANCE ATTESTATION STATEMENT**

**FDC ITN-18-001**

**FOR THE MONTH AND YEAR OF:** \_\_\_\_\_

This form is to attest that facility number \_\_\_\_\_, Facility Name \_\_\_\_\_, is in compliance with the following contractual standards as required for Contract #C \_\_\_\_\_:

*Please initial next to each item that you are willing to attest to for the month. If there is an item that you are unwilling to attest to for the month, please provide the item title and specific detailed rationale for your inability to attest to compliance of the standard for the month.*

**WORK RELEASE OPERATIONS MONITORING MEASURES**

**1. Inmate Whereabouts: \_\_\_\_ Initial**

For this month, the whereabouts of all inmates assigned to the Community Release Center have been accounted for at all times through documentation in the Work Release Inmate Monitoring System (WRIMS). This includes inmates either on-site or away from the Center, including during furloughs, employment assignments and any other absences from the Center.

**2. Job Checks: \_\_\_\_ Initial**

For this month, all employed inmates have had a minimum of three (3) job checks with the inmates' primary Supervisor. Two of the job checks may be telephonic and at least one has been in person. All job checks, for every employed inmate, have been entered in WRIMS.

**3. Inmate Employment: \_\_\_\_ Initial**

For this month, seventy-five percent (75%) or more of the work eligible inmates were employed on any given day of the month.

**4. Monetary Obligations/Savings: \_\_\_\_ Initial**

For this month, all employed inmates have had a minimum of ten percent (10%) of their monthly net income deducted and retained in a trust account to be provided to them upon release. This requirement is reflected on their Personalized Program Plan (PPP) and evidenced in their account history.

**5. Monetary Obligations/Family Assistance: \_\_\_\_ Initial**

For this month, all employed inmates who have dependents, have had a minimum of 10% of their monthly net income disbursed in accordance with their Family Dependent Deductions as noted on their PPP and evidenced in their account history.

**6. Monetary Obligations/Court Ordered Payments: \_\_\_\_ Initial**

For this month, all employed inmates have had a minimum of ten percent (10%) of their monthly net income deducted and disbursed in accordance with their Court Ordered Payment requirements as noted on their PPP and validated by their signed DC6-123 and evidenced in their account history.

**7. Certified Correctional Officers: \_\_\_\_ Initial**

**“Certified” Correctional Officers are only required for facilities with 100 or more inmates in its work release program”**

For this month, the Vendor has provided the required shift coverage as approved by the contract monitor at a minimum of five (5) positions, full-time/part-time Certified Correctional Officers; twenty-four (24) hours per day, seven (7) days a week as required by the Contract.

**8. Security: \_\_\_\_ Initial**

For this month, the Vendor has reviewed the location data (tracking points) of all inmates on electronic monitoring to confirm compliances with the department rules and regulations, zones, and curfews by comparing the tracking points daily with the inmates approved daily schedule.

**9. Staffing: \_\_\_\_ Initial**

For this month, the Vendor has provided the minimum number of Electronic Monitoring Case Manager position(s) deemed necessary to ensure dedicated monitoring of electronic monitoring equipment worn by inmates when outside their sleeping quarters and to ensure compliance with protocol of the device, rules and regulations. When a minimum of ninety-five (95) percent of the inmate population assigned to electronic monitoring equipment were scheduled to be in their sleeping quarters, control room staff were responsible for responding to and monitoring to ensure compliance.

**10. Case Management/Security: \_\_\_\_ Initial**

For this month, the Vendor investigated, resolved alarm notification, and documented action(s) taken in their electronic monitoring application.

**11. Orientation: \_\_\_\_ Initial**

For this month, the Vendor installed and activated electronic monitoring equipment on inmates assigned to center work assignment and community work release within twenty-four (24) hours of their admittance into the community release center.

**12. Case Management/Security: \_\_\_\_ Initial**

For this month, the Vendor visually and physically inspected electronic monitoring equipment weekly, to ensure it is sized appropriately and had not been tampered with or otherwise altered. This action has been documented in the vendor's electronic monitoring application or WRIMS.

**13. Plant-Equipment: \_\_\_\_ Initial**

For this month, the Vendor assures inventoried electronic monitoring equipment was stored in a locked area and a written inventory of the equipment is accurately maintained.

**14. Case Management: \_\_\_\_ Initial**

For this month, the Vendor developed, input, and updated schedules in the Vendor's electronic monitoring application that incorporated adequate time allowances for the inmate's travel to and from approved scheduled activities away from the community release center.

**ATTESTATION:**

I, \_\_\_\_\_ Print name \_\_\_\_\_, Facility Director, attest through my initials on each contract compliance item above (1-14) that the statement is true and can be substantiated by on-site, WRIMS, or the electronic monitoring application documentation. Any item I could not attest to, has a detailed explanation noted below.

Explanation(s) for any item not attested to:

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**\*My signature below, attests that all information on this document is true and accurate.** I understand my inability to attest to any item may require a corrective action plan. I further understand that if any Department audit reveals I have misrepresented the truth on this document, this contract is subject to breach and/or termination. I also understand that failure to complete this form and submit it with the monthly invoice will result in the imposition of financial consequences as outlined in the Contract.

---

Signature of Director

---

Printed Name and Date

---

Date

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**ATTACHMENT XVI**  
**NONDISCLOSURE AGREEMENT FOR RESTRICTED INFORMATION**  
**FDC ITN-18-001**

In connection with FDC ITN 18-001, entitled "Comprehensive Health care Services-Institutional Medical Care" the Florida Department of Corrections ("FDC") is disclosing to you business information, procedures, technical information and/or ideas identified as "Restricted".

In consideration of any disclosure and any Restricted information provided by FDC concerning FDC ITN 18-001, you agree as follows:

1. You will hold in confidence and not possess or use (except to evaluate and review in relation to the ITN) or disclose any Restricted information except information you can document (a) is in the public domain through no fault of yours, (b) was properly known to you, without restriction, prior to disclosure by DC, or (c) was properly disclosed to you by another person without restriction, and you will not reverse engineer or attempt to derive the composition or underlying information, structure or ideas of any Restricted information. The foregoing does not grant you a license in or to any of the Restricted information.
2. If you decide not to proceed with the proposed business relationship or if asked by FDC, you will promptly return all Restricted information and all copies, extracts and other objects or items in which it may be contained or embodied.
3. You will promptly notify FDC of any unauthorized release of Restricted information.
4. You understand that this statement does not obligate FDC to disclose any information or negotiate or enter into any agreement or relationship.
5. You acknowledge and agree that due to the unique nature of the Restricted information, any breach of this agreement would cause irreparable harm to FDC for which damages are not an adequate remedy and that the FDC shall therefore be entitled to equitable relief in addition to all other remedies available at law.
6. The terms of this Agreement will remain in effect with respect to any particular Restricted information until you can document that it falls into one of the exceptions stated in Paragraph 1 above.
7. This Agreement is governed by the laws of the State of Florida and may be modified or waived only in writing. If any provision is found to be unenforceable, such provision will be limited or deleted to the minimum extent necessary so that the remaining terms remain in full force and effect. The

prevailing party in any dispute or legal action regarding the subject matter of this Agreement shall be entitled to recover attorneys' fees and costs.

Information identified as "Restricted" is included in the Resources links, specified in Section 2.8 of the ITN.

Acknowledged and agreed on \_\_\_\_\_, 2017

By: \_\_\_\_\_

(Signature)

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

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

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

**Florida Department of Corrections (FDC)**

By: \_\_\_\_\_

(Signature)

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

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