



FLORIDA DEPARTMENT OF CORRECTIONS
REQUEST FOR PROPOSAL (RFP)
CONTRACTUAL SERVICES

Page 1 of 61 pages

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Bureau of Support Services
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Tallahassee, Florida 32399-2500
Telephone Number: (850) 717-3686; Fax (850) 488-7189

AGENCY RELEASE DATE:

February 1, 2016

SOLICITATION TITLE:

Laboratory Collections and Drug Testing Services in Alachua and Sarasota Counties

SOLICITATION NO:

FDC-RFP-15-099

PROPOSALS WILL BE OPENED:

March 22, 2016 at 2:00 p.m., Eastern Time (E.T.)

and may not be withdrawn within 365 days after such date and time.

PROPOSER NAME:

PROPOSER MAILING ADDRESS:

CITY – STATE – ZIP:

PHONE NUMBER:

FREE NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

FEID NO.:

*AUTHORIZED SIGNATURE (MANUAL)

*PRINT NAME AND TITLE

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

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

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

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

PRIMARY CONTACT:

SECONDARY CONTACT:

NAME, TITLE:

NAME, TITLE:

ADDRESS:

ADDRESS:

PHONE NUMBER:

PHONE NUMBER:

FAX NUMBER:

FAX NUMBER:

EMAIL ADDRESS:

EMAIL ADDRESS:

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TIMELINE

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

EVENT	DATE/TIME	LOCATION
Release of RFP	February 1, 2016	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Pre-Proposal Conference (Non-mandatory)	February 16, 2016 at 2:00 p.m., Eastern Time	Florida Department of Corrections 501 S. Calhoun Street, Room 335 Tallahassee, Florida 32399 Call in number: 888-670-3525, Participant Code: 1603048419
Last Day for Written Inquiries to be Received by the Department	February 23, 2016 at 5:00 p.m., Eastern Time	SUBMIT TO: Florida Department of Corrections Allegra Small, Procurement Officer E-mail: purchasing@mail.dc.state.fl.us
Anticipated Posting of Written Responses to Written Inquiries	March 8, 2016	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu
Proposals Due and Opened	March 22, 2016 at 2:00 p.m., Eastern Time	SUBMIT TO: Florida Department of Corrections Allegra Small, Procurement Officer 501 South Calhoun Street Tallahassee, Florida 32399-2500 (Note: No facsimile or email Proposals will be accepted)
Evaluation Team Meeting	March 29, 2016 at 11:00 a.m., Eastern Time	Individual Evaluation of Proposals Note: Any Evaluation Team Meetings will be Publicly Noticed.
Anticipated Posting of Recommended Award	April 19, 2016	Vendor Bid System: http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1.0 GENERAL CONTRACT CONDITIONS (PUR 1000)

The General Contract Conditions are outlined in form PUR 1000 which is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1000. There is no need to return this document with the response. To access the PUR 1000 visit, http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR 1000 form link.

SECTION 2.0 INSTRUCTIONS TO RESPONDENTS (PUR1001)

The General Instructions to Respondents are outlined in form PUR 1001 is a downloadable document incorporated in this RFP by reference. Any terms and conditions set forth within this RFP document shall supersede any and all conflicting terms and conditions set forth within form PUR 1001. There is no need to return this document with the response. To access the PUR 1001 visit, http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms and click on the PUR1001 form link.

SECTION 3.0 INTRODUCTORY MATERIALS

3.1 Statement of Purpose

The Florida Department of Corrections (Department) is requesting proposals from qualified Vendors who have a minimum of three (3) years of business/corporate experience, within the last five (5) years, in the provision of laboratory drug testing collection site(s), and laboratory drug testing services, to determine the presence of alcohol and/or controlled substances, which includes the Immunoassay Test (initial test) and Gas Chromatography/Mass Spectrometry (GC/MS) and/or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS), and Gas Chromatography (GC). The Department requires drug testing services to be provided in Judicial Circuits Eight (8), Alachua County, and Twelve (12), Sarasota County.

A Vendor may submit a Proposal for more than one county. Separate proposals shall be submitted for each proposed location (county) for services. The Proposal shall identify for which county it has been submitted. The Department intends to award one Contract per county.

The Department does not guarantee a minimum number of referrals under any Contract that may result from this RFP.

3.2 Background

Pursuant to Chapter 945, Florida Statutes (F.S.) the Department is responsible for the supervision of its offender population. The Department desires to detect and deter illegal drug use by offenders on community supervision. The Department operates three (3) probation offices in Sarasota County, with approximately 3,710 offenders on community supervision and two (2) probation offices in Alachua County, with approximately 1,840 offenders on community supervision.

In fiscal year 2014-15, the Gainesville Probation and Parole Offices in Alachua County collected approximately 7,006 specimens. Of these specimens, approximately 466 GC/MS confirmations were conducted, confirming the presence of two (2) drugs, on average.

Also, in fiscal year 2014-15, the Probation and Parole Offices in Sarasota County collected approximately 6,107 specimens. Of these specimens, approximately 335 GC/MS confirmations were conducted confirming the presence of two (2) drugs, on average.

Probation and Parole Office Location Sites for Alachua County	Probation and Parole Office Location Sites for Sarasota County
<u>Gainesville Main Intake</u> 215 SE 2 nd Avenue Gainesville, Florida 32601	<u>120 - Sarasota – Circuit</u> 2074 Ringling Boulevard Suite 30 Sarasota, Florida 34237-7008
<u>Gainesville West</u> 7054 NW 10 th Place Gainesville, Florida 32605	<u>123 - Holiday Harbor</u> 658 South Tamiami Trail Osprey, Florida 34229-9209
	<u>124 - Bayshore Gardens</u> 1844 17 th Street Sarasota, Florida 34234

3.3 Contract Term and Renewal

The initial term of the Contract resulting from this solicitation shall be a three (3) year period. The successful Vendor(s) must have the capability to implement and commence service as agreed upon between the Vendor and the Department. The Department may renew the Contract(s) resulting from this RFP for up to an additional three (3) year period, or portions thereof, at the same prices, terms and conditions. If the Department makes the determination to renew the Contract resulting from this RFP, it will provide written notice to the Vendor no later than ninety (90) days prior to the Contract expiration date.

3.4 Definitions

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

- **Breach of Contract:** A failure of the Vendor(s) to perform in accordance with the terms and conditions of the Contract which may result from this RFP.
- **Chain-of-Custody:** A legal term referring to the procedures and policies that govern the collection, handling, storing and testing of urine samples, the dissemination of test results, and the retention of samples in a manner that ensures confidentiality and accuracy.
- **Confirmatory Test:** A second test of the same urine specimen, independent of the initial test, made using a different technique and chemical principle, in order to identify the presence of a specific drug or metabolite, completed to ensure reliability and accuracy. All confirmatory tests completed under this Contract shall be done by Gas Chromatography/Mass Spectrometry (GC/MS) and or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS) or Gas Chromatography, as directed by the Department.
- **Contract:** The agreement (Contract or purchase order) which results from this RFP between the winning Vendor and the Department.
- **Contract Compliance Monitoring:** An in-depth, comprehensive evaluation, conducted a minimum of once per year by the Department's Contract Manager, or designee, to document the Vendor's compliance with the terms of the Contract, and to evaluate overall performance. Frequency of monitoring will be at the discretion of the Department.
- **Contract Non-Compliance:** Failure to meet or comply with any requirement or term of the Contract resulting from this RFP.
- **Day:** Calendar day, unless otherwise stated.
- **Deliverables:** Those services, items and/or materials provided, prepared, and delivered to the Department, in the course Contract performance. Deliverables shall be more specifically described in Section 4.0.
- **Department:** The Florida Department of Corrections (FDC)
- **Diluted Specimen:** A urine specimen in which the creatinine concentration and specific gravity values are below the range of normal human urine.
- **Donor:** An individual who present themselves to a collection site for the purpose of submitting to a drug test.
- **Drugs and/or Controlled Substances:** Any category of behavior-altering or addictive substances, whose possession and use are restricted by law.

- **Evaluation Methodology:** The process utilized by the Department to evaluate the portions of the Proposal against pre-determined, established, evaluation criteria, in order to determine scores and final ranking of qualified Vendors.
- **HIPAA:** Refers to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA, Title II), requiring the Department of Health and Human Services (HHS) to establish national standards for electronic health care transactions and national identifiers for providers, health plans, and employers. It also addresses the security and privacy of health data. The Vendor(s) shall comply with HIPAA, 1996 (42 United States Code (U.S.C.) 1320d-1329d-8), and all applicable regulations promulgated thereunder.
- **Licensure:** The statutory or regulatory authority to provide a laboratory collection and testing site to offenders.
- **Local Contract Coordinator:** A Department employee, designated to monitor Contract compliance, and coordinate actions and communications, between the Department and the Vendor(s).
- **Immunoassay Technique (initial test):** refers to a preliminary analytical testing method, used by a certified forensic laboratory, that screens out “negative” urine specimens, and identifies presumptive positive specimens that require confirmation or further testing.
- **Mandatory Responsiveness Requirements/Fatal Criteria:** Terms, conditions or requirements that must be met by the Vendor to be considered responsive to this solicitation. Failure to meet these responsiveness requirements will cause rejection of a bid. Any bid rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
- **Material Deviation:** A deviation that the Department, at its sole discretion, has found as being not in substantial accord with this RFP’s requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items bid, or on the cost to the Department. Material deviations cannot be waived and shall be the basis for rejection of a bid.
- **Minor Irregularity:** A variation from the RFP terms and conditions, not affecting the price, giving the Vendor an advantage or benefit not enjoyed by the other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a bid.
- **Negative Test Result:** A finding which indicates a urine specimen contains a concentration of a particular substance below, or equal to, the established Threshold Levels listed in Section 4.7.6 of this RFP.
- **Offender:** An individual who is under community supervision by the Department, and ordered by the sentencing authority, or releasing authority, to participate in drug testing, or in accordance with the terms of the pre-trial intervention agreement approved by the Department.
- **Positive Test Result:** a finding which indicates that a urine specimen contains a concentration of a particular substance that is equal, to or greater than, the established Threshold Levels listed in Section 4.7.6.
- **Vendor or Successful Vendor:** The organizational entity serving as the primary vendor with whom a contract will be executed or a purchase order will be issued. The term shall include all employees, subcontracts, agents, volunteers, and anyone acting on behalf of, in the interest of, or for the vendor.

- **Quality Assurance:** A formal method of evaluating the quality of services rendered by a Vendor, used to promote and maintain an efficient and effective service delivery. Quality assurance includes the use of a quality improvement processes to prevent problems from occurring so that corrective efforts are not required.
- **Regional Office:** The office responsible for management of certain institutions and facilities located within the geographical regions of the Department. The Department has four (4) geographical regions.
- **Rejected Specimen:** A urine specimen, that fails to meet the standards set forth by the laboratory's Quality Assurance Program, for which urinalysis cannot be performed by the laboratory. A rejected specimen may include, but is not limited to, one missing the chain-of-custody form, one whose quantity is insufficient for analysis, one where there is no donor signature of the offender providing the specimen, a sample that leaked during transit, or a sample bottle whose seal is missing.
- **Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability that will assure good faith performance.
- **Responsive Proposal:** A proposal, submitted by a responsive and responsible Vendor that conforms in all material respects to the solicitation.
- **Service Area:** The Department's Judicial Circuit(s), wherein the services requested in this RFP are required to be delivered.
- **Specimen Validity:** Determination of whether a urine sample to be consistent with normal human urine.
- **Subcontract:** An agreement between the Vendor and any other person, or organization, wherein that person or organization agrees to perform any requirements for the Vendor, specifically related to securing or fulfilling the Vendor's obligations to the Department under the terms of the Contract resulting from this RFP.
- **Threshold Levels:** The concentration of a drug in the urine, used to determine whether the test will be considered positive or negative, as per the Threshold Levels listed in Section 4.7.6.
- **Urine Sample:** A quantity of urine, at least thirty 30 ml., provided by one person.
- **Value-Added Services:** Additional services the Vendor may offer to provide to the Department in addition to providing services which meet the minimum services requirements and specifications of this RFP, which are offered at no additional cost.
- **Vendor:** The organizational entity serving as the primary Vendor(s), (also referred to in the RFP as "awarded Vendor"), with whom a Contract will be executed. The term Vendor shall include all employees, subcontractors, if applicable, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the Vendor.

3.5 Conflicts and Order(s) of Precedence

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

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

SECTION 4.0 TECHNICAL SPECIFICATIONS

4.1 Scope of Services

This section contains the services required in any Contract that may be executed as a result of this RFP. By submitting a Proposal, each Vendor specifically acknowledges and agrees to all requirements noted in this RFP.

All services to be performed by, or under the direction of the Vendor, under any resultant Contract, shall meet or exceed the minimum requirements outlined in this RFP. Under no circumstances shall services meeting less than the minimum requirements be permitted without the prior written approval of the Department; otherwise, it shall be considered that services proposed will be performed in strict compliance with the requirements and rules, regulations and governance contained in this RFP, and Vendor shall be held responsible therefore.

4.2 General Description of Services

The Department is requesting that the Vendor(s) provides laboratory drug testing services for offenders, on community supervision in Circuit 8, Alachua County and Circuit 12, Sarasota County, to determine the presence of alcohol and/or controlled substances, including:

- Immunoassay Testing Technique to identify a presumptive positive urine specimen;
- GC/MS confirmation(s) and/or LC-MS/MS on specimens that have been previously screened positive by an Immunoassay Test;
- Alcohol testing and confirmation; and
- Transmission of results electronically, and submission of written results to satellite probation offices.

In addition, the Vendor must be able to provide expert testimony, in court proceedings and hearings, as required by the Judiciary and Florida Commission on Offender Review (FCOR).

The Vendor shall provide a secure website to track results, retrieve custody forms electronically, and retrieve written documentation of the results for the two (2) judicial circuits.

The Vendor must have the ability to submit invoices electronically, and establish separate regional accounts (and subaccounts) to meet the needs of the two (2) judicial circuits, and the offices for the Community Corrections Drug Testing Program.

Services shall include the provision of all necessary supplies, transportation, specimen handling, confirmation testing, and reporting, as further delineated herein.

4.3 Rules, Regulations and Authority

4.3.1. All services provided under any Contract resulting from this RFP must meet the applicable requirements of Title 42 Code of Federal Regulations Part 2; the Health Insurance Portability and Accountability Act of 1996 (HIPAA), Standards for Privacy of Individually Identifiable Health Information, Title 45 C.F.R., Parts 160, 162 and 164, Chapters 397 and 415, Florida Statutes (F.S.); Chapter 33 and Rule 65D-30, Florida Administrative Code (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. Should licensing requirements change during the course of any Contract resulting from this RFP, the updated regulations and requirements will take precedence. The above laws, rules and regulations are incorporated herein by reference and made part of any Contract resulting from this RFP as if fully stated.

4.3.2 All laboratory drug testing services provided under a resulting Contract must meet all applicable local, state, and federal ordinances, laws, rules and regulations. All laboratory sites must be licensed prior to execution of a resultant Contract and commencement of services. Should any of the laws, standards, rules or regulations change during the Contract term, the updated version will take precedence. The Vendor and the

Department shall work cooperatively to ensure service delivery in complete compliance with all mandates and requirements.

- 4.3.3** The Vendor shall ensure that all its staff providing services under a resultant Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures and regulations mentioned above.
- 4.3.4** The Vendor shall pay for all costs associated with local, state, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site and a copy must be submitted to the Contract Manager, or designee, upon request.
- 4.3.5** The Vendor may enter into written subcontract(s), for the performance of some of its functions, under the Contract. No subcontract, which the Vendor enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor of any responsibility for the performance of its duties. The Vendor shall ensure that all subcontractor agreements are pre-approved by the Department's Contract Manager, and contain provisions requiring the subcontractor to comply with all applicable terms and conditions of the Contract.
- 4.3.6** 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 ensure continued compliance with state or federal laws, statutes or regulations, legal settlement agreement, consent order or Department policy, will be made through a Contract Amendment.
- 4.3.7** 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 provision.
- 4.3.8** The Department has the exclusive right to make any and all determinations which it deems necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's offenders, as well as the general public, who are served by the Department, either directly or indirectly through the services provided under any contracts resulting from this RFP. The absence of the Department setting forth a specific reservation of rights does not signify that all other areas of the program services resulting from any contracts resulting from this RFP are subject to mutual agreement.
- 4.3.9** The Vendor shall maintain confidentiality, with reference to individual offenders receiving services, in accordance with applicable local, state, and federal laws, rules and regulations. The Department and Vendor agree that all information and records obtained in the course of providing services to offenders shall be subject to confidentiality and disclosure provisions of applicable federal law and state statutes and regulations adopted pursuant thereto.
- 4.3.10** The Vendor shall comply with the Department's policy regarding "Non-Discrimination," which states that, "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 of the proceeds of, or be otherwise subjected to, discrimination in the performance of any Contract."

4.4 Department Responsibilities

- 4.4.1** The Department shall determine which offenders will report to the laboratory collection site(s) to receive laboratory urinalysis.
- 4.4.2** The Contract Manager, or designee, shall supply the Vendor with a list of Department employees authorized to communicate with the Vendor's laboratory, receive drug test results, and access the Vendor's secure website.

- 4.4.3** The Department will not furnish services of support or any administrative functions (e.g., support staff, office space, telephone service, secretarial or clerical, office supplies, computer equipment, telephone equipment and service, copiers, fax machines, and preparation of documents) to the Vendor.
- 4.4.4** The Department shall ensure that all offenders sign the appropriate release of information forms authorizing the Vendor to share laboratory drug testing information with the Department, sentencing, and/or releasing authorities.

4.5 Vendor's Administrative Responsibilities

- 4.5.1** The Vendor shall furnish its own support services (e.g., secretarial or clerical staff).
- 4.5.2** The Vendor shall have its own internet access, and maintain a current, active email address at all times, for the duration of the Contract resulting from this RFP.

The Vendor shall be responsible for providing, and paying for, the following items, including, and not limited to:

- a. Office supplies;
- b. Office equipment;
- c. Forms; and
- d. Specimen storage for future testing

4.6 Facility Location, Service Times, Facility Requirements, and Facility Evacuations

4.6.1 Service Locations

The Vendor shall provide laboratory drug testing collection site(s) within the geographical area of Alachua and/or Sarasota Counties.

After Contract execution, requests for changes of the site location may be authorized following an executed Contract amendment. Services may not be delivered at locations not listed, and the Vendor will not be compensated for any site change prior to execution of a Contract amendment.

4.6.2 Service Times

Services shall be provided, at the Vendor's laboratory collection site(s), Monday through Friday from 8:00 a.m. to 7:00 p.m., Eastern Time. During these times, the Vendor will collect specimens and conduct laboratory testing and confirmations.

4.6.3 Facility Requirements

The Vendor shall maintain a physical facility or facilities that meets all applicable federal, state and local regulations (e.g. building codes), and shall pay all costs associated with local, state, and federal licenses, permits, certification(s), and inspection fees required to operate a laboratory.

The Vendor shall maintain Substance Abuse Mental Health Services Administration (SAMHSA) certification and provide a copy of the SAMHSA certification to the Contract Manager annually, or upon request. Prior to the execution of the resulting Contract, the Department will verify that the awarded Vendor's facility has complied with the requirements of this RFP, and all applicable county and city zoning requirements.

4.6.4 Facility Evaluations

- a. The Vendor shall establish a written evacuation plan, including diagrammed evacuation routes, covering such emergencies as fire, natural disaster, hurricanes, and severe weather. This plan shall be maintained on-site and provided to the Contract Manager, or designee, upon request.
- b. If, for safety and/or health reasons, the facility is required to be evacuated, the Vendor shall coordinate such evacuation in writing (e-mail acceptable) with the Contract Manager, or designee, and shall identify alternative facility space to ensure continuity of services for offenders during the evacuation period.

4.7 Services to be Provided

4.7.1 Urine Drug Tests

Specimen Validity Testing: The Vendor shall perform, at no additional charge, a specimen validity test on every urine specimen, in order to assess the integrity of the specimen. Abnormal results shall be classified as either, "diluted", "adulterated", and/or "substituted", as defined by the SAMHSA. The specimen validity test must include, at minimum, the creatinine concentration, specific gravity and pH level. All adulterated and diluted specimens shall be screened, and the Vendor shall attempt to identify the adulterant.

- a. Substituted
 - Creatinine < 2.0
 - Specific Gravity ≤ 1.0010 or ≥ 1.0200
- b. Invalid
 - Creatinine < 2.0
 - Specific Gravity >1.0010 and > 1.0200

 - Creatinine ≥ 2.0
 - Specific Gravity ≤ 1.0010
 - pH ≥ 3.0 but < 4.5
 - pH ≥ 9.0 but < 11.0
- c. Adulterated
 - pH < 3.0
 - pH ≥ 11.0
- d. Dilute
 - Creatinine < 20
 - Specific Gravity < 1.0030

4.7.2 Initial Laboratory Testing: The Vendor shall perform initial tests using Immunoassay Technologies to detect the substances to the Threshold Levels listed in Section 4.7.6

4.7.3 Confirmation Testing: The Vendor shall perform confirmation testing using Gas Chromatography (GC) or Gas Chromatography/Mass Spectrometry (GC/MS) and/ or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS), as requested by the Department.

Thin Layer Chromatography is not an acceptable testing method for confirmation.

4.7.4 d/l Isomer Analysis of Methamphetamine: Upon request, specimens confirming positive using GC/MS for methamphetamine, will be submitted for isomeric analysis with the ratio of d and l-isomers reported.

4.7.5 Special Testing: Upon request of the Department, the Vendor shall also perform special testing for the following substances listed, using an initial immunoassay screen, then automatic confirmation by Gas Chromatography (GC) or Gas Chromatography/Mass Spectrometry (GC/MS), and/ or Liquid Chromatography-Tandem Mass Spectrometry (LC-MS/MS), as requested by the Department:

- a. Lysergic Acid Diethylamide (LSD)
- b. Gamma Hydroxybutric Acid (GHB)
- c. Steroids
- d. 6-Acetymorphine (6-AM) –Heroin metabolite
- e. Synthetic drugs

4.7.6 Threshold Levels: The Vendor shall conduct a full screen testing to detect the following substances in urine at the threshold levels for Initial Laboratory Tests, and Confirmation Tests, as delineated below:

Drug Name	Initial Test	Confirmation
Cocaine (cocaine and metabolites)	300 ng/ml	150 ng/ml
Opiates (Codeine, Morphine, Hydrocodone, Hydromorphone, Oxycodone, Oxymorphone))	300 ng/ml	150 ng/ml
– 6-Acetymorphine (6-AM) Heroin metabolite	NA	10 ng/ml
PCP (Phencyclidine)	25 ng/ml	25 ng/ml
Amphetamines (Amphetamine, Methamphetamine)	1000 ng/ml	500 ng/ml
– Amphetamine	1000 ng/ml	500 ng/ml
– Methamphetamine	1000 ng/ml	500 ng/ml
– MDMA (MDMA, MDA, MDEA)	500 ng/ml	250 ng/ml
Cannabis (Cannabinoids, THC)	50 ng/ml	15 ng/ml
Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam)	200 or 300 ng/ml	150 ng/ml
Barbiturates (Butalbital, Amobarbital, Secobarbital, Pentobarbital, Phenobarbital)	200 or 300 ng/ml	150 ng/ml
Alcohol	.02% g/dl	.02% g/dl
Methadone	300 ng/ml	150 ng/ml
Lyseric Acid Diethylamide (LSD)	<or =0.5 ng/ml	<or=1.0ng/ml
Gamma Hydroxybutric (GHB)	10ug/ml	10ug/ml
Anabolic Steroids		pos/neg
NOTE: Thresholds may change as standards in forensic testing advance. Notification of change shall be by written communication from the Contract Manager.		

4.7.7 Test Documentation and Results

4.7.7.1 Initial Screenings and Confirmations: All results of the initial laboratory and confirmations tests shall be reported within two (2) business days (approximately 48 hours) after receipt of the specimen by the laboratory.

4.7.7.2 Special Test Confirmations: All requests for special test confirmations, and any additional testing, shall be reported within two (2) business days (approximately 48 hours) after receipt of the Department's request by the Vendor.

Exceptions to these time frames are authorized as indicated below:

- (a) Results of special testing for steroids shall be reported within ten (10) business days of request by the Department;
- (b) Results of special tests for Gamma Hydroxybutric Acid (GHB) shall be reported within four (4) business days of request by the Department;
- (c) Results of any confirmation tests, requested on specimens initially reported over thirty (30) days previously, (specimens from storage) shall be reported within five (5) business days of request by the Department; and
- (d) Results of any synthetic drugs requested on specimens shall be agreed upon by the Department and the Vendor.

If there are any exceptions to these timeframes the Vendor's must contact the Contract Manager, or designee, within the three (3) business days and advise the Contract Manager/designee of the specific reason for the delay, and report when the results will be provided.

4.7.7.3 Written Notification on Individual Test Results: The Vendor shall submit written notification of all individual test results to the Probation Officer at the requesting service location via encrypted email, facsimile, or other method such as web-based results reporting in a format that is suitable for confidential material. All test results must be reported accurately and within the required time frames.

All Initial Screening results shall be reported individually by specimen. These results should include the following data:

- a. Specimen Identification (including Offender Name, DC #, and barcode, If Applicable)
- b. Probation Officer's Name
- c. Date Specimen Collected
- d. Specimen Collection Site
- e. Date Specimen Received by the Laboratory
- f. Initial Screen Results and date reported by Laboratory
- g. Initial Screen Threshold Level
- h. Certification of Certifying Scientist of the Initial Screen

- i. Rejected specimen and reason

4.7.7.4 All confirmation test results shall be reported individually, by specimen. These results should include the following data:

- a. Specimen Identification (including Offender Name, DC #, and barcode, If Applicable)
- b. Probation Officer's Name
- c. Date Specimen Collected
- d. Specimen Collection Site
- e. Date Specimen Received by the Laboratory
- f. Confirmation and/or Special Test Results and date reported by Laboratory
- g. Confirmation and/or Special Test Threshold Level
- h. Confirmation Drug Concentration
- i. Certification of Certifying Scientist of the Confirmation and/or Special Test
- j. Rejected specimen and reason

4.7.7.5 Database Submission of Results: The Vendor shall also provide all individual test results electronically to the Department, by a method and in a format to be determined by the Contract Manager. The Vendor agrees to make any necessary modifications to their system to ensure that it is compatible with the Department's database, and to ensure provision of data by the method and in the format required by the Department. Test results shall be retrievable by the Department within the required time frames. This database submission must be reported within 24 hours of laboratory analysis.

Note: The Department requires the method of electronic data transfer occur via a secured means, using encryption, compliant with any applicable state and federal standards, approved by the Department.

4.7.7.6 Secure Website: The Vendor shall provide a secure website that is accessible to Department staff to track stages of the testing process of each specimen. The website shall provide a high level of security, and meet all federal laws and requirements in reporting drug test results. The website shall have a login and logoff system. The system login shall include a user ID, provide password protection, and maintain the required confidentiality of the drug testing process. The website shall allow the user to sign off manually, and have an automatic log-off system for periods of inactivity.

(a) The website shall provide access to test results by individual report, including, but not limited to the following specimen information:

- 1) Specimen Identification (including Offender Name, DC #, and barcode)
- 2) Probation Officer's Name
- 3) Date Specimen Collected
- 4) Date Specimen Received by the Laboratory

- 5) Specimen Collection Site
 - 6) Initial Screen Results and Date Reported by Laboratory
 - 7) Initial Screen Threshold Level
 - 8) Certification of Certifying Scientist of the Initial Screen
 - 9) Confirmation and/or Special Test Results and Date Reported by Laboratory
 - 10) Confirmation and/or Special Test Threshold Level
 - 11) Confirmation Drug Concentration
 - 12) Certification of Certifying Scientist of the Confirmation and/or Special Test
 - 13) Current status of the Specimen
- (b) The website shall include a printable "Chain of Custody" form for each donor/offender.
- (c) The website shall also provide access to statistical reporting data that shall include but not be limited to:
- 1) Donor/Offender's Test History
 - 2) Summary of all Pending Specimen Results
 - 3) Summary of all Tests Requested by the Probation Officer
 - 4) Account and Sub-account Summary Reports by Office Location
- (d) As industry technology advances, the method of database submission and/or notification of results shall be modified, as necessary, upon written request of the Contract Manager.
- (e) The Vendor shall keep all information and records, obtained in the course of providing services, confidential and shall follow disclosure provisions of applicable federal laws and state statutes and regulations including the Health Insurance Portability and Accountability Act (HIPAA), if applicable.
- (f) The Vendor shall maintain proper documentation for quality control and assurance, which must be available for inspection by the Department at any time, on-site, with reasonable notice.

Drug testing data is co-owned by both the Department and the Vendor, and the Vendor must provide the Department any needed audit information that may be requested by any authority.

4.7.8 Expert Testimony

- 4.7.8.1** The Vendor acknowledges testing services performed under any resultant Contract are for criminal justice offenders on legal supervision, and as such, the Vendor may receive written/verbal requests or legal subpoenas from the Circuit Court(s), State Attorney's Office, Public Defender's Office, FCOR, and/or other judicial entities to provide testimony regarding the testing services provided. The Vendor shall respond timely to such written/verbal requests or legal subpoenas.

- 4.7.8.2** The Vendor shall ensure that qualified personnel are available to provide such expert testimony, and personnel responds timely and/or appears as stipulated in the request and/or subpoena.
- 4.7.8.3** The Vendor shall maintain communication and work cooperatively with the Circuit Court(s), State Attorney's Office, Public Defender's Office, FCOR, and/or other judiciary entities in providing educational materials, and/or instructions, concerning laboratory performance, and general testing methodology.
- 4.7.8.4** The Vendor shall provide a central point of contact where Circuit Court(s), State Attorney's Office, Public Defender's Office, Florida Commission on Offender Review and/or other judicial entities may request technical assistance regarding litigation issues, and the methodology and accuracy of testing.
- 4.7.8.5** The Department is not responsible for payment for the attendance of any legal hearings, or other appearances/services made by the Vendor, however, the Vendor agrees to accept the following payment when requested from other judicial entities:
- a) Telephone testimony shall be provided, upon request, at a cost of \$100.00 per request, regardless of length of time involved;
 - b) Litigation packages shall be provided, upon request, at a cost of \$100.00 each; and
 - c) Video conferencing shall be provided, upon request, at a cost of \$250.00 per request, regardless of length of time involved.

The Vendor reserves the right to bill the requesting authority for in-person expert witness testimony and fees.

4.7.9 Training Provided to Department Staff

- 4.7.9.1** The Vendor shall provide initial training in Alachua and Sarasota Counties. The exact locations shall be mutually agreed upon by the Local Contract Coordinators and the Vendor. The Department reserves the right to add additional training sites if necessary.
- 4.7.9.2** The Vendor shall provide initial, and on-going training, written instructions and materials covering all aspects of laboratory services specified herein, including but not limited to:
- (a) Communication with the laboratory;
 - (b) Explanation of required forms;
 - (c) Results reporting and any other pertinent topics;
 - (d) Expert testimony services.
- 4.7.9.3** Initial training held shall be face-to-face, or web based, and completed prior to the Contract start date or within 90 days thereof. On-going training shall be provided upon request of the Department. The Department shall designate the employees to receive initial and/or on-going training.
- 4.7.9.4** All training material(s) provided by the Vendor shall be reviewed by the Contract Manager, and shall be provided in sufficient quantities.

4.8 Vendor's Staffing Requirements

The awarded Vendor shall provide the required staff outlined in this RFP, and maintain the required staffing levels throughout the entire Contract period for any Contract resulting from this RFP. Failure to maintain the required staffing levels at all times during the course of the Contract resulting from this RFP, shall be considered a breach thereof, and may result in Contract termination.

4.8.1 Staffing Levels

The Vendor shall provide adequate staff to ensure same gender observation when collecting specimens from offenders. The Vendor shall ensure adequate staffing during normal working hours (8:00 a.m.-7:00 p.m.) based on the time zone of the County.

4.8.2 Staffing Qualifications

The awarded Vendor shall employ only licensed, highly-trained and qualified staff, who possess the minimum qualifications, inclusive of interim staff. The awarded Vendor shall provide the Department with a copy of staff resumes.

4.8.3 Staff Background/Criminal Record Checks

4.8.3.1 The awarded Vendor's staff, including subcontractors and their staff, and volunteers assigned to the resulting Contract from this RFP, 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) Level I, 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 disqualify, prevent, or remove any staff from any work under the resultant Contract. The use of criminal history records, and information derived from such records checks, are restricted pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the background check findings, 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 background check, the Vendor shall provide, upon request, the following information for any individual assigned to the Contract: full name, race, gender, date of birth, social security number, driver's license number and state of issue. If requested, the Vendor's staff shall submit to fingerprinting by the Department 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.

4.8.3.2 The Vendor shall ensure the Contract Manager, or designee, is provided the information needed to have the NCIC/FCIC background check(s) conducted prior to hiring or assigning employees to work under the Contract. The awarded Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an NCIC/FCIC background check conducted.

4.8.3.3 No person having been barred from any Department institution, or other Department facility, shall provide services under the resulting Contract from this RFP, without prior approval from the Contract Manager or designee.

4.8.3.4 The Vendor shall not employ, nor enter into any subcontract with, any individual who is under supervision, or jurisdiction of any parole, probation or correctional authority, to provide direct laboratory services or provide supervision of any other offenders at any site under the resulting Contract from this RFP. The Vendor must ensure that none of its employees, under any such legal constraint, have any contact with, or access to, any records of the Department resulting Contract from this RFP.

4.8.3.5 The awarded Vendor shall disclose any business, or personal relationships, of it's staff, person(s), officer(s), agent(s), or potential employee(s) may have with anyone presently incarcerated, or under the supervision of the Department.

- 4.8.3.6** The awarded Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the awarded Contract.
- 4.8.3.7** 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 a proposed employee. However, the Department reserves the right of prior approval in such cases. Generally, two (2) years without criminal history is preferred. The Vendor shall require all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Contract Manager, or designee, within three (3) calendar days whenever an employee has a criminal charge filed against them, or an arrest, or receives a Notice to Appear in Court, for violation of any criminal law involving a misdemeanor, felony, ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or it's staff, has knowledge of any violation of the laws, chapters, directives or procedures of the Department.

4.8.4 Conduct and Safety Requirements

The Vendor shall ensure that its entire staff adhere to, and 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 any work under the resultant Contract. The Department is under no obligation to inform the Vendor of the criteria for disqualification or removal.

- 4.8.4.1** The Vendor's staff shall not display favoritism to, or preferential treatment of, one offender or group of offenders, over another.
- 4.8.4.2** The Vendor's staff shall not deal with any offender, except in a relationship that supports services under this Contract. Specifically, staff members must never accept for themselves or any member of their family, any personal (tangible or intangible) gift, favor, or service from an offender or an offender's family, or close associate, no matter how trivial the gift or service may seem. The Vendor shall report to the Contract Manager any violations or attempted violation of these restrictions. In addition, staff are prohibited from giving any gifts, favors or services to offenders, their family, or close associates.
- 4.8.4.3** The Vendor's staff shall not enter into any business relationship with offenders, or their families, (example – selling, buying or trading personal property), or personally employ them in any capacity.
- 4.8.4.4** 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 offender being served, their family or close associates, except for those activities that are to be provided under the resultant Contract.
- 4.8.4.5** The Vendor's staff shall not engage in any conduct which is criminal in nature or which would bring discredit upon the Vendor, the Department, or the State. In providing services pursuant to this Contract, the Vendor shall ensure that its employees avoid both misconduct, and the appearance of misconduct.
- 4.8.4.6** Any violation, or attempted violation, of the restrictions referred to in this Section regarding employee conduct, shall be reported by phone, and in writing, to the Contract Manager, or their designee. Any failure to report a violation, or take appropriate disciplinary action against the offending party, or parties, shall subject the Vendor to appropriate action, up to and including termination of the resultant Contract.

- 4.8.4.7 The Vendor shall report any incident described above, or requiring investigation, in writing, to the Contract Manager, or their designee, within 24 hours of the Vendor's knowledge of the incident.

4.9 Laboratory Certification Requirements

- 4.9.1 The Vendor(s) laboratory shall be certified by SAMHSA.
- 4.9.2 The Vendor's laboratory shall be a participant in the National Laboratory Certification Program, as required by SAMHSA.

4.10 General Reporting Requirements

The Vendor shall comply with all reporting requirements established by the Department. In addition, the Vendor shall provide the following reports to the Contract Manager, or designee:

- 4.10.1 **Report of Alcohol/Drug Screening and Testing Results:** The Vendor shall submit this report at least once a month, with an accompanying invoice, a report containing the name and DC number for each individual offender, and detailing the dates, drugs for which the offender was tested, and results, in a format that has been approved by the Department.
- 4.10.2 **Invoice Submission:** The Vendor shall provide the Department with a monthly invoice in a format that has been approved by the Department. The invoice shall be submitted to the Contract Manager, or designee, no later than the last business day of the month following the month the services (covered by the report) were provided.
- 4.10.3 **Staffing Report:** The Vendor shall provide the Department with a staffing report, upon request.
- 4.10.4 **Incident Reports:** The Vendor shall immediately report all incidents, including, but not limited to, incidents involving any use-of-force by a Vendor's staff member upon an offender, significant staff disciplinary incidents, employment terminations, any and all new staff arrests, physical or verbal threats, assaults by an offender upon another offender or Vendor's staff, destruction of property and offender medical emergencies. All incidents shall be documented in writing and submitted to the Contract Manager or designee within 24 hours, in the Department approved format.
- 4.10.5 **Ad-hoc Reports:** The Vendor agrees to maintain progress, fiscal and inventory reports, and other reports as the Department may require within the period of the resultant Contract, including the reports listed above.

4.11 Performance Measures

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

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

The Vendor shall achieve and maintain the performance standards indicated below, and shall provide the Contract Manager, upon request, a report indicating whether compliance with each standard listed has been met. If not met, the Vendor will detail the the reasons why compliance has not been met.

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 will provide written notice to the Vendor of any financial consequences assessed, accompanied by a detailed justification of the assessment. Within ten (10) days of receipt of written notice of the assessment of financial consequences, the Vendor shall forward payment to the Contract Manager. Payment shall be for the appropriate amount, be made payable to the Florida Department of Corrections, and be in the form of a cashier's check or money order. As an alternative, the Vendor may issue a credit, for the amount of the financial consequences due, on the next monthly invoice following the assessment of financial consequences; documentation of the amount of consequences assessed shall be included with the invoice.

4.11.1 Performance Measure #1 – Maintain Required Licensure

- Outcome:** The Vendor shall maintain the appropriate SAMHSA certification to provide laboratory services.
- Measure:** Receive and verify copies of appropriate license(s) and or Certification to ensure licensure compliance to provide services throughout the term of the Contract.
- Standard:** The Vendor must maintain the appropriate licensure/certification one-hundred percent (100%) of the contracted term to provide services.
- Financial Consequences:** If the Vendor fails to meet the Performance Measure #1, the Department will impose financial consequences in the amount of One Thousand Dollars (\$1,000.00), per month, until such time as an appropriate certification is issued for the contracted services.

4.11.2 Performance Measure #2 – Electronic Database Submission of Reporting of Testing Results

- Outcome:** All results must be electronically transmitted to the Department, by the Vendor within 24 hours of each analysis completion by the laboratory.
- Measure:** Verify results are electronically transmitted by a generated report in a format approved by the Department, on a monthly basis.
- Standard:** The Vendor shall maintain on a monthly basis, ninety-five percent (95%) reporting of all test results to include urinalysis and confirmations to be electronically transmitted to the Department within 24 hours of completion of each test results.
- Financial Consequences:** If the Vendor fails to meet the Performance Measure #2, the Department will impose financial consequences in the amount of One Thousand Dollars (\$1000.00), per month until such time reports are received.

The standard for each performance measure must be met for the amount of time specified. The Vendor shall advise the Department, in writing, of any extenuating or mitigating circumstances that will prohibit them from meeting the above-outlined performance measure standards. The determination of the existence of extenuating or mitigating circumstances is within the exclusive discretion of the Department.

By execution of any Contract resulting from this RFP, the Vendor hereby acknowledges, and agrees, that its performance under the resulting Contract shall meet the standards set forth above.

Any failure by the Vendor to achieve the Performance Measures identified above will result in assessment of financial consequences.

4.12 Monitoring Methodologies

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

When instances of non-compliance are identified in the monitoring report, the Vendor shall submit a written Plan to the Contract Manager, designee, or the Local Contract Coordinator within the timeframe specified by the Department. If necessary, a follow-up monitoring visit shall be scheduled by the Contract Manager, designee, or the Local Contract Coordinator to ensure compliance and performance improvement. Failure by the Vendor to correct the items identified as being deficient, including staffing patterns, shall be considered a breach of the Contract.

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

- a. Site Visits (announced and/or unannounced);
- b. Desk review(s) of records related to service delivery (shall include any documents and databases pertaining to the Contract, and may be based on all documents and data, or a sampling of the same, whether random or statistical);
- c. Interviews and/or surveys with the Vendor and/or Department staff and offenders;
- d. Review of grievances filed by offender(s) regarding the Vendor's service delivery; and
- e. Review of monitoring, audits, investigations, reviews, evaluations, or other actions, by external agencies, as applicable.

To further assist in the contract monitoring process, the Department has established a Vendor's Self-Certification of Compliance form, which will be incorporated as an attachment to the Contract Monitoring tool to be developed. The Vendor's Self-Certification of Compliance form will be retained in the Contract Manager's file and the official Contract file. The Vendor shall complete the Vendor's Self-Certification of Compliance form within thirty (30) days of execution of the Contract resulting from this RFP, and forward the original to the Contract Manager. All documents referenced in the Vendor's Self-Certification of Compliance form shall be maintained by the Vendor, and copies shall be provided to the Department upon request, within three (3) business days.

4.13 Records and Documentation

To the extent that information is utilized in the performance of the 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 Art. I, Sec. 24, Fla. Constitution and Chapter 119, F.S. The awarded Vendor agrees to: (a) keep and maintain public records that would ordinarily and necessarily be required by the Department to perform the contracted service; (b) allow the Department, and the public, access to records in accordance with the provisions of Chapter 119 and Section 945.10, F.S.; (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; and (d) meet all requirements for retaining public records, transfer to the Department, at no cost, all public records in the awarded Vendor's possession upon termination of the resulting Contract, and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Department in a format compatible with the Department's information technology (IT) systems.

Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this RFP shall be retained by the awarded Vendor for a period of five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. The awarded Vendor's failure to comply with these provisions shall constitute sufficient cause for termination of the resulting Contract.

The awarded Vendor further agrees to hold the Department harmless from any claim or damage, including reasonable attorney's fees and costs, and 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.

4.13.1 Audit Records

1. The awarded Vendor agrees to maintain books, records, and documents including electronic storage media, in accordance with generally accepted accounting procedures and practices, which sufficiently and properly reflect all revenues and expenditures of funds provided by the Department under the Contract resulting from this RFP. The awarded Vendor agrees to provide a financial and compliance audit to the Department, or to the Office of the Auditor General, and to ensure that all related party transactions are disclosed to the auditor.
2. The awarded Vendor agrees to include all record-keeping requirements, within all subcontracts and assignments related to any Contract resulting from this RFP.
3. The awarded Vendor shall ensure that a financial and compliance audit is conducted in accordance with the applicable financial and compliance audit requirements as specified in this RFP as Attachment 7, and CFO Memorandum #4 (2005-06), which is incorporated herein as if fully stated.

4.14 Financial Specifications

4.14.1 Funding Source

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

4.14.2 Payment and Submission of Invoices

The Contract resulting from this RFP will be a fixed fee rate per laboratory service. The Vendor agrees to request compensation on a monthly basis through submission to the Department of a properly completed invoice, no later than the last business day of the month following the month for which payment is being requested. Payment will be made at the cost for laboratory services that were proposal for the provision of services as specified in the Statement of Services Sought. All charges must be billed in arrears in accordance with Section 215.422, F.S.

The Vendor's invoice shall include the Vendor's name, mailing address, and tax ID number/FEIN as well as the Contract number and date of invoice period. Invoices must be submitted in detail sufficient for a proper pre-audit and post-audit thereof. Invoices must be accompanied by the required monthly reports as outlined in Section 4.10., General Reporting Requirements.

4.15 Vendor Ombudsman

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

4.16 Deliverables

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

- a. Reports as required in Sections 4.10, General Reporting Requirements;
- b. Immunoassay testing technique to identify a presumptive positive urine specimen;
- c. GC/MS and or LC-MS/MS confirmations
- d. Alcohol testing and Confirmation; and

e. Transmittal of results electronically, and provision of written results, to satellite probation offices.

4.17 Value-Added Services

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

Any value-added service, proposed by the Vendor, may become a requirement of the Department's, and part of the minimum service specification(s) contained in the resultant Contract.

4.18 Scope Change after Contract Execution

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

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

The Department shall provide written notice to the awarded Vendor(s), thirty (30) days in advance, of any required changes to the technical specifications, and/or scope of service, that affecting the awarded Vendor's ability to provide the service, as specified herein. Any changes, other than those purely administrative in nature, will require a formal Contract amendment.

SECTION 5.0 PROCUREMENT RULES/INFORMATION AND PROPOSAL SUBMITTAL

5.1 Vendor Inquiries

Questions related to this RFP must be received, in writing via email, by the Procurement Officer listed below, within the time indicated in the Timeline. Oral inquiries, or those submitted after the period specified in the Timeline, will not be accepted.

Responses to questions will be posted on the Vendor Bid System (VBS) on or about the date referenced in the Timeline. The VBS is located at: http://vbs.dms.state.fl.us/vbs/main_menu.

Procurement Officer Contact Information

Allegra Small, Procurement Officer
Florida Department of Corrections
Bureau of Support Services
Email: purchasing@mail.dc.state.fl.us

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

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

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

5.2 Cost of Bid Preparation

Neither the Department, nor the State of Florida, are liable for any costs incurred by a Vendor in responding to this RFP, including oral presentations if requested.

5.3 Identical Tie Proposals

When evaluating Vendor responses to solicitations where there is identical pricing or scoring from multiple vendors, the Department shall determine the order of award, in accordance with Rule 60A-1.011, F.A.C.

5.4 Instructions for Proposal Submittal

Each Proposal response shall be bound, prepared simply and economically, providing a straightforward, concise delineation of the Vendor's capabilities to satisfy the requirements of this RFP. Elaborate bindings, colored displays, and promotional material are not desired. Emphasis must be on completeness and clarity of content. In order to expedite the review proposals, it is essential that Vendors follow the format and instructions. **A Separate Proposal Shall be Submitted for Each Location Proposing. The Proposal Shall Identify Which (Site) the Proposal is for.**

- Proposals may be sent by U.S. Mail, courier, overnight, or hand delivered to the location indicated in the Timeline.
- Electronic submission of responses will not be accepted.
- It is the Vendor's responsibility to ensure their Proposal is delivered to the Department on, or before, the opening date as stipulated in the Timeline. The Department will provide the official time for response/offer receipt and opening.
- All proposals must be submitted in a sealed envelope/package, with the relevant RFP number, and the date and time of the proposal opening clearly marked on the outside.
- Late proposals will not be accepted.
- Vendors should submit one (1) signed original proposal, five (5) copies, and six (6) electronic copies in pdf format on CD's. The electronic copies should contain the entire proposal as submitted, including all supporting and signed documents, and should not be "password protected" If the Vendor submits a redacted copy of the Proposal as outlined in Section 5.26, the Vendor should submit one (1) redacted hard copy and one (1) electronic copy of their redacted Proposal in pdf format, on CD. The submitted CD's should not be "password protected".

5.5 Project Proposal Format and Contents

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

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

All Proposals should contain the sections outlined below. Those sections are called "Tabs." A "Tab", as used here, is a section separator, offset and labeled, such that the Evaluation Team can easily turn to "Tabbed" sections during the evaluation process.

5.6 Tab 1 - Mandatory Responsive Requirements

The following terms, conditions, or requirements must be met by the Vendor in order to be considered responsive to this RFP. **These responsiveness requirements are mandatory. Failure to meet these responsiveness requirements will cause rejection of a proposal.** Note: Copies of rejected Proposals will be retained in the RFP file.

- 5.6.1 It is mandatory the Proposal is received by the Department by the date and time specified in the Timeline.
- 5.6.2 It is mandatory the Vendor sign, have certified by a notary public, and return the "Certification Attestation Page" (Attachment 1). This Attestation must be included in Tab 1 of the Proposal.

5.7 Tab 2 – Transmittal Letter with Executive Summary

- 5.7.1 Information indicating that the Vendor is a corporation or other legal entity, if applicable.
- 5.7.2 The Vendor's federal tax identification number (FEID), as applicable to the legal entity that will be performing the services under the Contract.
- 5.7.3 The Vendor's email address, or a statement certifying that an email address will be available for the Vendor's Representative by the start date of any Contract resulting from this RFP.
- 5.7.4 Information indicating whether the Vendor intends to utilize subcontractors, and if so, that the Vendor agrees to provide written notice to the Contract Manager of the name, component/type of work to be performed and FEID number of all subcontractors. (This information shall be provided with the Proposal). Use of subcontractors must be in accordance with Section 6.4.
- 5.7.5 A statement from any proposed subcontractors acknowledging acceptance, of and intent to be, bound by the Contract terms included in the Department's Contract should the Vendor be awarded a Contract resulting from this RFP. The statement shall bear an original signature from a person authorized to legally bind the subcontractor.
- 5.7.6 Proof that the Vendor is registered to do business in Florida, evidenced by Articles of Incorporation or Fictitious Name Registration, or Business License, and if applicable, a copy of the most recent Certification of Good Standing. (This information may be obtained from the State of Florida's, Secretary of State's Office). In addition, the Vendor's corporate document number or fictitious name file number, if applicable, must be provided, as well as assurances that, subcontractor(s) proposed will also be licensed to do business in Florida.
- 5.7.7 A statement disclosing the name of any officer, director, employee, or other agent of the Vendor, who is also an employee of the State, and the name of any State employee who owns, directly or indirectly, an interest of five percent (5%) or more in the Vendor or its affiliates, including parent corporations. If there is none, a statement to that effect, as applicable, shall be provided.
- 5.7.8 A statement affirmatively certifying that the Vendor has no interest, and shall not acquire any interest, that conflict in any manner, or degree, with the performance of the services required under this RFP.
- 5.7.9 The Vendor shall provide for both the Vendor and its personnel, copies of any Contract audits, reviews, internal investigations, warning letters, or disciplinary action taken by the Federal Government or any State Agency in relation to Contracts held by the Vendor within the last five (5) years. If there have been none, a statement should be provided to this effect.
- 5.7.10 The Vendor shall also identify all entities of, or these related to, the Vendor (including parent company and subsidiaries of any parent company; divisions or subdivisions of parent company or of Vendor), that have ever been convicted of fraud, deceit, or unlawful business dealings, whether related to the services contemplated by this RFP or not, or entered into any type of settlement agreement concerning a business

practice, including services contemplated by this RFP, in response to a civil or criminal action, or have been the subject of any complaint, action, investigation or suit involving any other type of dealings contrary to federal, state, or other regulatory agency regulations. The Vendor shall identify the amount of any payments made as part of any settlement agreement, consent order or conviction. If there have been none, a statement should be provided to this effect.

- 5.7.11** A statement indicating whether it, its parent company, any of its corporate officers, affiliates, divisions, or subdivisions, or any facilitates, divisions, or subdivisions of its parent company are currently the subject of an investigation by a state, federal, or other governmental agency. If there have been none, a statement should be provided to this effect.

5.8 Tab 3 – Business/Corporate Experience and Qualifications

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

The Vendor shall supply the following information for the legally qualified corporation, partnership or other business entity submitting the Proposal under this RFP, and insert it under **Tab 3**.

5.8.1 Business/Corporate Background

The background information of the submitting Vendor, which, at a minimum, should include:

- a. Date established;
- b. Ownership (public company, partnership, subsidiary, etc.);
- c. Primary business type and number of years conducting primary business;
- d. Total number of employees;
- e. A list of all officers of the firm indicating the percentage(s) of ownership of each officer, and the names of the Board of Directors if applicable; and national certifications/accreditations, memberships in professional associations or other similar credentials.

5.8.2 Narrative/Record of Past Experience

It is a mandatory responsiveness requirement that the Vendor have three (3) years of business/corporate experience within the last five (5) years, providing, administering, and managing laboratory drug testing services comparable to the requirements and Scope of this RFP. Details of the Vendor's experience that meet this requirement should be provided in narrative form, and should be of sufficient detail so the Department is able to judge its complexity and relevance. The narrative shall include the following:

- 5.8.2.1** A description of the Vendor's experience in the collection of specimens and deliverance of drug testing services over the past five (5) years, with dates of service clearly identified. During all times material to this experience requirement, the Vendor shall have been an appropriately licensed, permitted, provider, and shall have had appropriately licensed/certified staff to supervise and oversee the delivery of laboratory services.
- 5.8.2.2** A description of the type of population served, including but not limited to, an estimated total population served annually, and the demographics of that population.
- 5.8.2.3** The physical location and address of their maintained laboratory(s), a copy of each laboratory's SAMHSA certification, and an outline of their participation in the National Laboratory Certification Program, as required by SAMHSA.
- 5.8.2.4** A list of all drug testing service Contracts, current and/or past (within ten (10) years), that fully demonstrate/illustrate that the Vendor has the experience and ability to accurately and timely

perform all services contemplated by this RFP; including, but not limited to, a contact name and number for the State Agency to confirm business association. If voluminous, no more than 10-15 Contracts related to the scope of services shall be listed.

- 5.8.2.5 A summary of any exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience. (i.e., specialized accreditations, grant awards, etc.).
- 5.8.2.6 A list of all Contracts, within the past ten (10) years, under which the Vendor has provided services that were terminated prior to original expiration date, for which the Vendor requested termination, or by mutual agreement, reached termination prior to the original Contract expiration date, listing all reasons for such actions. If no Contracts were terminated, the Vendor shall provide a statement to that effect. The Vendor must provide complete, detailed, information about the circumstances leading to termination, as well as the name and contact information for the other party of each terminated Contract.
- 5.8.2.7 A list of all Contracts, within the past ten (10) years, under which the Vendor has provided services where a loss of funds occurred due to fines, delay damages, financial consequences, and/or forfeiture of performance, surety or proposal bonds were experienced, in whole, or in part.
- 5.8.2.8 A summary of any ongoing litigation, indicating as to whether a negative outcome would have potential material impact on Vendor.

5.8.3 Business/Corporate References

The Vendor shall provide references with its Proposal utilizing Attachment 3, "Business Corporate Reference" form, of this RFP. The Procurement Officer may use Attachment 4, "Business/Corporate Verification" form, to verify that the Vendor meets the requirements of Section 5.8.2. In order to qualify as current experience, services described by corporate references must be ongoing or must have been completed within the last five (5) years prior to the issue date of this RFP.

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

5.9 Tab 4 – Project Staff

The purpose of this subsection is to provide the Department with a basis for determining the Vendor's understanding of the qualifications of personnel required for administrative oversight, and/or management, and operation of a project of this size and scope. The Vendor shall supply the information requested in this section and insert it under **Tab 4** of the Proposal.

5.9.1 Key Contract Staff

The Vendor shall provide information and/or documentation regarding the specific staff outlined below, who will be directly responsible for administration, or administrative oversight, of the Contract, and for provision of services requested under this RFP.

5.9.1.1 Resume

A current resume for the individual who is, or will be, occupying the business/corporate position identified by the Vendor. The resume should include employment history, for all relevant and related experience, and all education and degrees (**including specific dates, names of employers, and educational institutions**).

5.9.1.2 Chief Executive Officer (or equivalent title) – The Chief Executive Officer is the highest ranking officer in the Vendor’s company or organization. The CEO shall have a minimum of one (1) year experience as a CEO of a corporation, regularly engaged in the provision of laboratory collections and drug testing services. The Vendor should provide information and/or documentation regarding the qualifications and experience of the Chief Executive Officer (or equivalent title).

5.9.2 Organizational Structure

5.9.2.1 The Vendor should provide an organizational chart outlining the hierarchy of key project personnel (i.e. Laboratory Director), and the proposed staffing plan for the supervision and delivery of the services proposed.

5.9.3 Job Descriptions

5.9.3.1 The Vendor shall provide a narrative description of proposed staff and organizational structure, along with an organizational chart identifying the key staff who will be assigned to accomplish the work required by this RFP illustrating the lines of authority, and designating the individual responsible for the completion of each service component and deliverable of the RFP.

5.9.3.2 The Vendor shall provide a personnel roster listing the names of key staff it will assign to perform duties or services required by this RFP, and must follow the personnel roster with a resume’ for each of the staff listed. Resumes must detail the individual’s title, education, current position with the Vendor, and employment history.

5.9.3.3 The Vendor should provide a current job description for any management, or supervisory positions, identified by the Vendor who will have primary job responsibilities related to the delivery of laboratory services under this RFP.

5.9.4 Staffing Levels

The Vendor shall provide, with its Proposal, the following:

5.9.4.1 A list of all position titles in the organization that will provide any administrative oversight, support, or direct service under the resulting Contract. This Position Title list should reflect the number of staff with that title who will be providing those services and specify whether it is an on-site position, or an administrative oversight position.

5.9.4.2 A prior history of staff retention and attrition, and what incentives and benefits the Vendor provides to retain staff.

5.9.4.3 A written plan to recruit, hire, and train staff for services. This plan should reflect an understanding of the Department’s role in approving an individual for work under the resulting Contract.

5.10 Tab 5 – Service Delivery Approach

This section shall detail the Vendor’s approach to providing the facility and services as specified in this RFP. The Vendor should explicitly address all Department requirements specified below and in the “Scope of Services,” and insert a narrative under **Tab 5** of the Proposal.

Specifically, this section should include:

5.10.1 Staff Conduct and Safety Requirements: The Vendor shall provide with its Proposal, a detailed written description of its understanding of the staff conduct and safety requirements listed in Section 4.8.4, and how it will ensure all staff adhere to these requirements.

- 5.10.2 Emergency Operations Procedure: The Vendor shall provide with its Proposal, a written emergency procedure, covering such emergencies as fire, natural disaster, hurricanes, severe weather, and pandemic outbreak, including how the Vendor will coordinate with the Department during such emergencies.
- 5.10.3 Licensure/Certifications: The Vendor shall provide with its Proposal, documentation showing current required licensure/certifications for the proposed site(s), appropriate to the service type for this RFP. If the Vendor is currently providing services, a copy of the most recent audit for services should be provided.
- 5.10.4 Reporting Requirements: The Vendor shall provide with its Proposal, a written description of how it Vendor will meet the reporting requirements in Section 4.10 of this RFP. This detailed description must address each required report separately, and should list any non-department forms that will be utilized to meet the requirement.
- 5.10.5 Performance Measures: The Vendor shall provide with its Proposal, a written description of the steps the Vendor intends to implement, in order to meet each of the performance measures, as well as the Vendor's understanding of when, and how, financial consequences for failure to meet these performance measures will be imposed.
- 5.10.6 Records and Documentation: The Vendor shall provide with its Proposal, a detailed description of how it will maintain offender records and documentation.
- 5.10.7 Alcohol and Drug Screening and Testing: The Vendor shall provide with its Proposal, a detailed description of laboratory collection processes, screening for alcohol and drugs, to include confirmation testing on offenders, as well as its method of reporting results.
- 5.10.8 Value-Added Services: The Vendor should provide with its Proposal, a detailed description of any value-added services it is offering the Department. Value-added services are those provided at no cost to the Department. An example would be, "the Vendor will provide extended hours of services." Value-added services would be in addition to those services that meet the minimum requirements and specifications of this RFP.

5.11 Tab 6 – Facility/Site Information

This information is required to assist in the evaluation of the proposed facility/collection site, and to aid in the facility/site inspection. Facility/Site inspections will be scheduled by the Department, after Contract award, to ensure the proposed facility/collection site meets all the requirements of this RFP. The awarded Vendor(s) will be provided advanced notice of the specific date for the facility/site inspection. The Vendor's facility/collection site shall meet all requirements to the satisfaction of the Department, as determined by this RFP and subsequent Contract. Note: The Department shall not enter into Contract execution until written approval is provided to the Vendor, by the Department, of the facility/collection site location(s) having met all requirements.

The Vendor shall provide under **Tab 6** a detailed description of the proposed facility/collection site(s) that will be utilized for laboratory services under the Contract resulting from this RFP. The description should include, but not be limited to, the following:

- 5.11.1 Physical address of proposed facility/site(s), which must be located in Alachua and Sarasota Counties.
- 5.11.2 Documentation of compliance with zoning requirements, including the capability to obtain a Conditional Use Permit (CUP), and communication with the county's Zoning Advisory Board, if applicable, and copies of all existing or planned permits.

- 5.11.3 A facility start-up plan, to include a timeline for the start of operations at the Vendor’s facility/collection site, and a timetable for preparing the facility/collection site for occupancy on or before the anticipated Contract start date.
- 5.11.4 Compliance documentation relating to the, Americans with Disabilities Act (ADA), and all rules of the State Fire Marshal, as well as any other areas of required compliance. Documentation shall support the ability to comply and obtain all required licenses or a plan to obtain and comply accordingly.
- 5.11.5 If the facility is not in compliance at the time of Proposal submission, the Vendor’s plan to achieve compliance must be provided.

5.12 Tab 5 - Cost Information Sheet

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

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

It is mandatory the Vendor sign and submit the “Cost Information Sheet” (Attachment 9), and insert in under Tab 5 of the Proposal.

5.13 Basis of Award

A Contract will be awarded to the responsible and responsive Vendor who receives the highest total score. The Department reserves the right to award a contract, in whole, or for part of the work contemplated by this solicitation. The Department reserves the right to accept or reject any and all offers, or separable portions, and to waive any minor irregularity, technicality, or omission if the Department determines doing so will serve the best interest of the State. The Department has the right to use any or all ideas, or adaptations of the ideas, presented in any Proposal. Selection or rejection of a Proposal will not affect this right.

5.14 Evaluation Criteria

In order to assist the Vendor in the development of its Proposal, and to facilitate Proposal review and evaluation by the Department, the Vendor should provide the page number(s) (in column 2) of the requested information located in the Evaluation Criteria (Attachment 8), which shall cross reference the contents of Vendor’s offer, and will be used by the Department for the review and evaluation of all Proposals. The Vendor should indicate, at the bottom of each sheet, the collection location (site) the Proposal is for, and should indicate the Vendor’s name. The Evaluator(s) will be responsible for signing their name(s) on each sheet upon completing evaluations.

5.14.1 Evaluation of Proposals

The Proposals that pass the mandatory requirement review will be evaluated and scored based on the established criteria defined in Attachment 8. Evaluation sheets will be used by the Evaluation Team to designate the point value assigned to each Proposal for Category 1 - Business/Corporate Experience and Qualifications, Category 2 - Project Staff, and Category 3 - Service Delivery Approach. Each Evaluator’s score, for each category, will be combined and averaged, to determine the point value. Each Vendor’s point value, for each category, will then be combined, and added to the cost point value, to determine final scores.

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

Category 1 - Business/Corporate Experience and Qualifications	100 points
Category 2 - Project Staff	250 points

Category 3 - Service Delivery Approach	250 points
Cost Points	400 points
Total Possible Points	1000 points

5.14.1.1 The Evaluation Teams' scoring of Categories 1, 2, and 3 will be accomplished using the evaluation criteria defined in Attachment 8, and the pre-defined raw scores for each criteria. Evaluators will independently score each criterion within a category. Raw scoring will be based on the Vendor's ability to meet each requirement, function, characteristic, performance level, or specification described in the RFP. A Vendor who exceeds the requirement, function, characteristic, performance level, or specification described in the RFP, should receive a higher raw score than a Vendor who merely meets the requirement, function, characteristic, performance level or specification. Attachment 8 includes the questions that have been developed for each category. A score should be assigned by the Department's Evaluators to each question as follows:

Poor – Not included in the Proposal, or below minimum requirements; demonstrates insufficient understanding of the project, demonstrates poor programmatic capability, and is not clearly presented.

Adequate – Meets minimum requirements; demonstrates general understanding of the project, acceptable programmatic capability.

Good - Above minimum requirements; Vendor has a good approach, demonstrating with above-average understanding of the project, and above average programmatic capability.

Exceptional - Exceeds minimum requirements; demonstrates superior understanding of the project, excellent and innovative programmatic capability, an outstanding approach, and clarity in presentation.

5.14.1.2 Cost Points (Central Procurement Office)

The Vendor submitting the lowest Grand Total (combined annual amounts) will receive 300 points. All other Vendors will receive cost points according to the following formula:

$$(N / X) \times 300 = Z$$

Where: N = Lowest Grand Total Price Received by any Proposal.

X = Vendor's Grand Total Price

Z = Points awarded

5.15 Disclosure of Response 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 bid shall not affect this right.

5.16 Disposal

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

5.17 Rules for Withdrawal

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

5.18 Rejection of Proposals

The Department shall also reject any or all Proposals containing material deviations. In determining whether a Proposal contains a material deviation, or a minor irregularity, the Department will use the definitions of those terms set forth in Section 3.

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

5.19 Pre-proposal Conference (Non-Mandatory)

The Department will conduct a non-mandatory Pre-proposal conference on the date, time and location specified in the Timeline. Attendance at the Vendors' conference is not mandatory, but is highly recommended.

The purpose of the conference is to discuss the contents of this RFP, and to accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this event. Impromptu questions will be permitted, and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing, in accordance with Section 5.1 Vendor Inquiries. This written response will be provided to all prospective Vendors via posting on the VBS, as an addendum to the RFP, and shall be considered the Department's official answer, or position, as to the question or issue posed. **Verbal answers and discussions shall not be binding upon the Department.**

Vendors may choose to attend remotely by calling in for the Pre-proposal conference instead of physically attending. The conference call number and participant code are identified in the Timeline.

5.20 Addenda

If the Department finds it necessary to supplement, modify, or interpret any portion of the solicitation or exhibits, addenda and materials relative to this procurement, it will be posted on the Vendor Bid System at http://vbs.dms.state.fl.us/vbs/main_menu. **Interested parties are responsible for monitoring this site for new or changing information, or clarifications relative to this procurement.**

5.21 Verbal Instruction Procedure/Discussions

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

5.22 No Prior Involvement and Conflict of Interest

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

person has any interest 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 as those involved in decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or any other advisory capacity in drafting of the solicitation.

Acknowledge acceptance on the Certification/Attestation Form, Attachment I.

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

The Vendor shall not have, nor acquire any interest, that conflicts in any manner or degree with the performance of the services required under this RFP.

5.23 MyFloridaMarketPlace (MFMP) Registration

Each Bidder doing business with the State of Florida as defined in Section 287.012, F.S., must register in the MFMP Vendor Information Portal (VIP) system, unless exempted under Rule 60A-1.030, Florida Administrative Code (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 Bidder not registered in the MFMP VIP system, unless exempted by Rule. A Bidder not currently registered in the MFMP VIP system shall do so within 5 days of award.

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

5.24 State Licensing Requirements/Certificate of Authority

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

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

5.26 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>. Forms can be located at the same website once a registration has been completed. Answers to frequently asked questions related to this requirement are found at: <https://flvendor.myfloridacfo.com>. DFS can assist vendors with additional questions, and can be reached at 850-413-5519 or FLW9@myfloridacfo.com.

5.27 Scrutinized Companies

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

SECTION 6.0 CONTRACT TERMS AND CONDITIONS

6.1 Travel Expenses

The Department shall not be responsible for the payment of any travel expenses, incurred by the successful Vendor, that result from this RFP. Any ancillary costs should be included in fixed costs quoted.

6.2 Utilization of E-Verify

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

6.3 State Initiatives

6.3.1 Diversity in Contracting

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

To this end, the Department considers it vital that minority-owned, women-owned, and service-disabled veteran-owned business enterprises participate in the State's procurement process as both Vendors, and subcontractors, of this solicitation.

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

Documentation regarding Diversity in Contracting must be submitted to the Contract Administrator, and should identify participation by diverse Vendors and suppliers as prime vendors, subcontractors, vendors,

resellers, distributors, or such other participation as the parties may agree. This documentation shall include the timely reporting of funds expended to certified, and other, minority-owned/service-disabled veteran-owned business enterprises. Such reports must be submitted at least monthly, and must include the period covered, the name, minority code and Federal Employer Identification Number of each minority-owned/service-disabled veteran-owned Vendor utilized during the period, the commodities and services provided by the each, and the amount paid to each under the terms of any Contract resulting from this solicitation.

6.3.2 Environmental Considerations

The State supports and encourages initiatives to protect and preserve our environment. If applicable, the Vendor shall submit a plan to support the procurement of products and materials with recycled content, and the intent of Section 403.7065, F.S. The vendor shall also provide a plan, if applicable, for reducing and or handling of any hazardous waste generated by successful vendor's company. Reference 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 exceeding a certain threshold 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.

6.4 Subcontracts

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

If a subcontractor is utilized by the Vendor, the Vendor shall pay the subcontractor within seven (7) working days after any payment is received from the Department, in accordance with Section 287.0585, F.S. It is understood, and agreed upon, that the Department shall not be held accountable to any subcontractor for any expenses or liabilities incurred under the subcontract, and that the Vendor shall be solely responsible to the subcontractor for all expenses and liabilities under the Contract resulting from this RFP. If the Vendor fails to pay the subcontractor within seven (7) working days, the Vendor shall pay a penalty to the subcontractor in the amount of one-half ($\frac{1}{2}$) of one percent (1%) of the amount due, per day, from the expiration of the period allowed herein for payment. Such penalty shall be in addition to actual payments owed, and shall not exceed fifteen percent (15%) of the outstanding balance due.

6.5 Insurance

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

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

6.6 Copyrights, Right to Data, Patents and Royalties

Where Contract activities produce original writing, sound recordings, pictorial reproductions, drawings, other graphic representation, and/or works of any similar nature, the Department has the right to use, duplicate and disclose such materials, in whole or in part, in any manner, for any purpose whatsoever, and to have others acting on behalf of the Department to do so also. If the materials so developed are subject to copyright, trademark, patent, legal title, then every right, interest, claim or demand of any kind, in and to any patent, trademark or copyright, or application for the same, will vest in the 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 Contract resulting from this solicitation, 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. All computer programs and other documentation produced as part of the 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 without express written permission of the Department.

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

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

6.7 Independent Vendor Status

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

6.8 Assignment

The awarded Vendor 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 awarded Vendor.

6.9 Severability

The invalidity, or unenforceability, of any particular provision shall not affect the other provisions thereof 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.

6.10 Use of Funds for Lobbying Prohibited

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

6.11 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 offenders and of the general public which is served by the Department, either directly or indirectly.

6.12 Taxes

The State of Florida does not pay Federal Excise and Sales taxes on direct purchases of tangible personal property. A 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.

6.13 Safety Standards

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

6.14 Americans with Disabilities Act

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

6.15 Employment of Department Personnel

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

6.16 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 bids received in response hereto, and shall govern any and all claims and disputes which may arise between person(s) submitting a bid 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.

6.17 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

6.18 Conflict of Law and Controlling Provisions

Any Contract resulting from this RFP, plus any conflict of law issue, shall be governed by the laws of the State of Florida.

6.19 Prison Rape Elimination Act (PREA)

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

6.20 Termination

6.20.1 Termination at Will

The Contract resulting from this RFP may be terminated by the Department upon no less than thirty (30) calendar days' notice, or by the Vendor upon no less than one-hundred and twenty (120) 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.

6.20.2 Termination Because of Lack of Funds

In the event funds to finance the Contract resulting from this solicitation become unavailable, the Department may terminate the Contract upon no less than twenty-four (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.

6.20.3 Termination for Cause

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

6.20.4 Termination for Unauthorized Employment

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

6.21 Retention of Records

The awarded vendor agrees to retain all client records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertaining to the Contract resulting from this RFP for a period of five (5) years. The awarded vendor shall maintain complete and accurate record-keeping and documentation as required by the Department and the terms of the Contract resulting from this solicitation. All invoices and documentation must be clear and legible for audit purposes. Copies of all records and documents shall be made available for the Department upon request, and within no more than forty-eight (48) hours upon request if stored at a different site

location other than the address listed on the Acknowledgement Form. Any records not available at the time of an audit will be deemed unavailable for audit purposes. Violations will be noted and forwarded to the Department's Inspector General (IG) for review. All documents must be retained by the awarded vendor for a period of seven (7) years following termination of the Contract, or, if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings. The awarded vendor shall cooperate with the Department to facilitate the duplication and transfer of any said records or documents during the required retention period.

The awarded Vendor shall advise the Department of the location of all records pertaining to the Contract resulting from this RFP, and shall notify the Department by certified mail within ten (10) days if/when the records are moved to a new location.

6.22 HIPAA Business Associate Agreement

The awarded Vendor will be required to execute a HIPAA Business Associate Agreement, and comply with all provisions of State and Federal law regarding confidentiality of patient information, see Attachment 6.

6.23 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 United States Code (USC) §1983, the Civil Rights Act.

ATTACHMENT 1 –CERTIFICATION/ATTESTATION PAGE
FDC RFP-15-099

1. **Authority to Legally Bind the Vendor:**
This is to certify that the person signing the Florida Department of Corrections RFP Acknowledgement Form and this Certification/Attestation Page is authorized to make this affidavit on behalf of the firm, and its owner, directors and officers. This person is the person in the Vendor's firm responsible for the prices and total amount of this Proposal and the preparation of the Proposal.
2. **Business/Corporate Experience:** This is to certify that the Vendor has a minimum of three (3) years of business and/or corporate experience within the last five (5) years relevant in the provision of laboratory drug testing collection site(s) and laboratory drug testing services, or other similar services, to the criminal justice population.
3. **Certification of Minimum Service Requirements:** This is to certify that the services proposed meet or exceed the minimum service requirements as specified in Section 3, and Section 4, **SCOPE OF SERVICES**, of this RFP. Furthermore, this is to certify that the proposal submission contains no deviations from the requirements of the RFP.
4. **Acceptance of Terms and Conditions**
This is to certify that the Vendor will comply with all terms and conditions contained within the RFP, or the final contract terms and conditions.
5. **Statement of No Involvement**
This is to certify that the person signing the proposal has not participated, and will not participate, in any action contrary to the terms of this RFP.
6. **Non-Discrimination Statement**
This is to certify that the Vendor does not discriminate in their employment practices with regard to race, creed, color, national origin, age, gender, marital status or disability.
7. **Unauthorized Alien Statement**
This is to certify that the Vendor does not knowingly employ unauthorized alien workers.
8. **Statement of No Inducement:**
This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Proposal with regard to this RFP. Furthermore this is to certify that the Proposal contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Proposal.
9. **Statement of Non-Disclosure:**
This is to certify that neither the price(s) contained in this Proposal, nor the approximate amount of this Proposal have been disclosed prior to award, directly or indirectly, to any other vendor or to any competitor.
10. **Statement of Non-Collusion:**
This is to certify that the prices and amounts in this Proposal have been arrived at independently, without consultation, communications, or agreement as to any matter relating to such prices with any other vendor or with any competitor and not for the purpose of restricting competition.
11. **Statement of No Investigation/Conviction:**
This is to certify that Vendor, its affiliates, subsidiaries, officers, directors and employees are not currently under investigation by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by State or Federal law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.
12. **Scrutinized Companies Lists:**
If value of this solicitation is greater than or equal to \$1 Million, then the Vendor certifies they are not listed on either the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List.

Dated this _____ day of _____ 2015.

Name of Organization: _____

Signed by: _____

Title: _____

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

Subscribed and sworn before me this _____ day of _____ 2015.

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

Notary Public: _____

My Commission Expires: _____

ATTACHMENT 2 – FACILITY/SITE REQUIREMENTS CERTIFICATION/ATTESTATION PAGE
FDC RFP-15-099

Each item listed below is a facility/ collection site requirement for the facility/collection site. The Vendor shall certify, by initialing next to each requirement that the proposed facility will meet these requirements **prior to contract execution**. Prior to final contract execution and implementation of services, the Department will verify that the awarded Vendor(s) facility(ies)/site(s) have complied with the requirements of Section 3.9., Section 5.6., and Attachment 2 “Facility/Site Requirements Certification/Attestation Page” of this RFP and all applicable county and city zoning requirements.

Subsequent to the posting of the Intent to Award, a preliminary facility/collection site inspection will be scheduled by the Department. This preliminary site visit will be scheduled no later than **fifteen (15) business days after Intent to Award**. The Vendor will have a written report of the preliminary findings within three (3) business days of the preliminary inspection. A final site inspection will occur no later than **sixty (60) business days after publish Intent to Award**. After completion of the final inspection, the Department will address any specific deficiencies in a written report and allow the Vendor ten (10) working 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 ten (10) days of receipt of the report results may result in rejection of the intended award and the Department may move to contract with the next highest ranking, responsive Vendor in accordance with the requirements of this RFP.

Facility/Collection Site Requirement	Vendor's Initials
The proposed facility/collection site is/will possess the appropriate license and SAMHSA certification.	
The proposed facility/collection site is currently or will be zoned appropriately for the provision of laboratory services.	
The physical address of proposed facility/collection site is located in Alachua or Sarasota County. (Circle one/both)	
Compliance documentation is available to include, but not be limited to, Americans with Disabilities Act (ADA) and with all rules of the State Fire Marshal. Documentation shall support the ability to comply and obtain all required licenses, certifications or a plan to obtain and comply accordingly.	

Proposed Facility/Collection Site Address: _____

Dated this _____ day of _____, 20_____.

Name of Organization: _____

Signed by: _____

Name and Title: _____

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

Subscribed and sworn before me this _____ day of _____, 20_____.

Notary Public: _____ My Commission Expires: _____

ATTACHMENT 3 –BUSINESS/CORPORATE REFERENCE FORM
FDC RFP-15-099

Vendors are required to submit with the Proposal contact information for three (3) entities to which it has provided services similar to those requested in this solicitation. The Vendor may use multiple copies of this form. The Department reserves the right to contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination.

1.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

2.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

3.) Name of Company/Agency: _____

Contact Person: _____

Phone Number: _____

Address: _____

Email Address: _____

Name of Vendor

Signature of Authorized Representative

Printed Name of Authorized Representative

Date

**ATTACHMENT 4 – BUSINESS/CORPORATE VERIFICATION FORM
FDC RFP-15-099**

The Department will contact any and all entities in the course of this solicitation evaluation in order to make a fitness determination. The Department will complete this form by contacting the references, provided by the Vendor in Attachment 3.

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

THIS BUSINESS/CORPORATE REFERENCE IS FOR: _____

NAME OF PERSON PROVIDING REFERENCE: _____

TITLE OF PERSON PROVIDING REFERENCE: _____

FIRM OR BUSINESS NAME: _____

OFFICE TELEPHONE NUMBER: _____ OFFICE EMAIL ADDRESS: _____

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

2. A. If a Customer, please specifically describe the primary type of services provided, or other similar services, this entity provides to you.

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

C. What was the estimated population of clients served?

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

4. Can you identify the number of years that this entity has provided laboratory collection and testing of the presence of alcohol and/or controlled substance, or other similar services? Please provide dates to the best of your knowledge.

5. To your knowledge, did this entity perform or provide complete, laboratory collection and testing of the presence of alcohol and/or controlled substance or similar services, or were any portion(s) of the services subcontracted out (other than the actual providers)?

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

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

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

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

10. Are there any additional comments you would like to make about this business entity?

VERIFIED BY:

Name of Department Staff

Title

Signature

Date

**ATTACHMENT 5 - CONTACT FOR CONTRACT ADMINISTRATION/VENDOR REPRESENTATIVE
FDC RFP-15-099**

The Vendor shall designate one person authorized to conduct Contract Administration and function as the Vendor's Representative under the Contract resulting from this RFP.

NAME: _____

TITLE: _____

COMPANY NAME: _____

ADDRESS: _____

TELEPHONE NUMBER: _____

MOBILE NUMBER _____

FAX NUMBER: _____

EMAIL ADDRESS: _____

**ATTACHMENT 6 – BUSINESS ASSOCIATE AGREEMENT FOR HIPAA
FDC RFP-15-099**

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

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

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

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

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

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

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

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

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

1. **Definitions**

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

2. **Confidentiality Requirements**

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

aggregation services means the combining of protected health information by Vendor with the protected health information received by Vendor in its capacity as a Vendor of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

- (3) Vendor may use and disclose protected health information that Vendor obtains or creates only if such disclosure is in compliance with every applicable requirement of Section 164.504(e) of the Privacy relating to Vendor contracts. The additional requirements of Subtitle D of the HITECH Act that relate to privacy and that are made applicable to the Department as a covered entity shall also be applicable to Vendor and are incorporated herein by reference.

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

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

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

Such report shall notify the Department of:

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

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

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

- 1) Identify the nature of the non-permitted or prohibited access, use, or disclosure, including the nature of the Breach and the date of discovery of the Breach.
- 2) Identify the protected health information accessed, used or disclosed, and provide an exact copy or replication of that protected health information.
- 3) Identify who or what caused the Breach and who accessed, used, or received the protected health information.

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

3. **Obligations of Department**

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

4. **Termination**

- A. **Termination for Breach** - The Department may terminate this Agreement if the Department determines that Vendor has breached a material term of this Agreement. Alternatively, the Department may choose to provide Vendor with notice of the existence of an alleged material breach and afford Vendor an opportunity to cure the alleged material

breach. In the event Vendor fails to cure the breach to the satisfaction of the Department, the Department may immediately thereafter terminate this Agreement.

B. **Automatic Termination** - This Agreement will automatically terminate upon the termination or expiration of the original contract between the Department and the Vendor.

C. **Effect of Termination**

(1) Termination of this agreement will result in termination of the associated contract between the Department and the Vendor.

(2) Upon termination of this Agreement or the contract, Vendor will return or destroy all PHI received from the Department or created or received by Vendor on behalf of the Department that Vendor still maintains and retain no copies of such PHI; provided that if such return or destruction is not feasible, Vendor will extend the protections of this Agreement to the PHI and limit further uses and disclosure to those purposes that make the return or destruction of the information infeasible.

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

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

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

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

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**ATTACHMENT 7 – FLORIDA SINGLE AUDIT ACT
FDC RFP-15-099**

**FINANCIAL AND COMPLIANCE AUDITS
Special Audit Requirements**

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

MONITORING

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

AUDITS

PART I: FEDERALLY FUNDED

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

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

PART II: STATE FUNDED

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

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

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

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

REPORT SUBMISSION

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

A. The Department of Corrections at the following addresses:

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

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

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

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

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

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

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

- A. The Department of Corrections at the following addresses:

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

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

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

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

RECORD RETENTION

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

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EXHIBIT – 1

FUNDS AWARDED TO THE VENDOR PURSUANT TO THIS CONTRACT CONSIST OF THE FOLLOWING:

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

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

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

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

*** This amount is an estimate of the funding amount and subject to change.**

ATTACHMENT 8 –EVALUATION CRITERIA
FDC RFP-15-099

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

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for the Vendor to complete	EVALUATION CRITERIA STATEMENT OF QUALIFICATIONS (100 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
5.8.2 5.8.3		1. To what extent do the Vendor's corporate qualifications, and past experience, demonstrate it has the required three (3) years business/corporate experience within the last five (5) years relevant to the provision of laboratory drug testing collections sites, and laboratory drug testing services, to determine the presence of alcohol and/or controlled substance(s) of offenders, and its sufficient ability to perform under a Contract resulting from the RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
3.1 5.8 5.8.1 5.8.2		2. To what extent does the Vendor demonstrate experience relevant to the provision of services described in this RFP including any past Contracts providing these services? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
5.7		3. How extensive is the Vendor's written Transmittal Letter with Executive Summary, (Tab 2)? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
5.8.2.5		4. How extensive is the Vendor's experience as detailed in the its summary of exemplary or qualitative findings, recommendations, or other validations, demonstrating operational experience, including grant awards, commendations or community recognition? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	
4.3.2 5.10.3		5. Does the Vendor comply with all necessary certifications, and licenses, as required by the State of Florida to conduct laboratory drug testing? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
4.9 5.10.3		6. To what extent does it appear the Vendor has the ability and understanding to maintain and comply with the Substance Abuse Mental Health Services Administration (SAMHSA) certification requirement as stated in the RFP? (Poor – 2.5; Adequate – 5.0; Good – 7.5; Exceptional – 10)	10	

Vendor's Name: _____ Evaluator's Printed Name _____ Evaluator's Signature: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete	EVALUATION CRITERIA STAFF (250 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
5.9.2		1. To what extent does the Vendor's organizational chart reflect the hierarchy of key personnel for a Contract proposed under this RFP? (Poor – 6.25; Adequate – 12.5; Good – 18.75; Exceptional – 25)	25	
5.9.3		2. To what extent do the Job Description(s) submitted for all positions clearly demonstrate the required education/experience; a salary that is competitive for similar employment in the geographical area, and job duties appropriate for the position? (Poor – 8.75; Adequate – 17.50; Good – 26.25; Exceptional – 35)	35	
5.9.4 4.8.3		3. To what extent does the Vendor demonstrate the ability to recruit, hire, and train, and retain staff for this service, and their understanding of the Department's role in approving an individual for work under the resulting Contract? (Poor – 10; Adequate – 20; Good – 30; Exceptional – 40)	40	
4.2 4.7.8		4. How well does the Vendor describe its experience as expert witnesses, and the need for experienced staff for expert testimony in court proceedings? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
4.6.2		5. How extensive is the Vendor's description of its plan to maintain adequate staffing during normal working hours (8:00 a.m. to 7:00 p.m., Eastern Time), at the laboratory's collection sites(s), to collect specimens, and conduct laboratory testing and confirmation testing daily? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	
4.8.1		6. How extensive is the Vendor's description of it plan to maintain adequate staff to ensure same gender and direct observation, when collecting specimens from offenders, during normal working hours at the laboratory collection sites(s)? (Poor – 12.50; Adequate – 25; Good – 37.50; Exceptional – 50)	50	

Vendor's Name: _____ Evaluator's Printed Name _____ Evaluator's Signature: _____

RFP SECTION REFERENCE	PAGE NUMBER(S) WHERE INFO. IS LOCATED Note: This column is for Vendor to complete.	EVALUATION CRITERIA SERVICE DELIVERY APPROACH (250 Points)	TOTAL POSSIBLE POINTS	POINTS AWARDED Note: This column is for the Department's Evaluators to complete.
4.8.4 5.10.1		1. How sufficient is the Vendor's written description regarding staff rules of conduct and employment regulations in this RFP, does the description include a plan for the Vendor to provide training regarding staff conduct and employment regulations to their staff, and how will the Vendor monitor staff adherence to the requirement? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
4.7.7.1 4.7.7.2		2. To what extent does the Vendor's plan describe ability to provide all test results within the reported specified time outline in the RFP? (Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
4.13 4.7.7 5.10.6		3. How detailed is the Vendor's written description of its record maintenance, and as specified in this RFP? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
4.7.8.5		4. How detailed is the Vendor's plan regarding attendance of hearings for the provision of judicial entities as specified in the RFP? (Poor – 7.50; Adequate – 15; Good – 22.50; Exceptional – 30)	30	
4.7.7.3 4.7.7.4 4.7.7.5 4.7.7.6		5. To what extent does the Vendor's plan describe its capability to customize and report individual testing results? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
4.6.3 5.11		6. How thorough is the Vendor's response regarding maintenance of a physical facility/collection site(s) that meets all applicable federal, state and local regulations (e.g. building codes), and payment of all costs associated with local, state, and federal licenses, permits, certification(s), and inspection fees required to operate a laboratory? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	
4.10 5.10.4		7. How adequate is the Vendor's written description regarding how it will meet the reporting requirements in this RFP, and does the description include the methodology for complying with each of these requirements? (Poor – 5; Adequate – 10; Good – 15; Exceptional –20)	20	

Vendor's Name: _____ Evaluator's Printed Name _____ Evaluator's Signature: _____

4.11 5.10.5		8. How extensive is the Vendor's written plan for the achievement of the performance measures and avoidance of financial consequences as set forth in this RFP? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
4.7.9		9. How thorough is the Vendor's training plan for Department staff? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
4.8.3		10. How is the Vendor's detailed description of its understanding regarding the staff background and criminal record check requirement? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
4.7.7.3 4.7.7.4 4.7.7.5 4.7.7.6		11. How extensive is the Vendor's description of provide individual test results data electronically to the Department in a method that is secure? (Poor – 5; Adequate – 10; Good – 15; Exceptional – 20)	20	
4.7.2 4.7.3 4.5.2(d) 4.7.7.2		12. How detailed is the Vendor's written description regarding storage of positive specimens for future laboratory testing, if requested by the Department; what is the duration of storage for positive specimens and negative specimens? (Poor – 3.75; Adequate – 7.50; Good – 11.25; Exceptional – 15)	15	
5.10.8		13. How beneficial to the Department are the value-added services the Vendor is offering in addition to the minimum service requirements and specifications of the RFP? Does the Vendor indicate an understanding of the fact that value-added services are at no cost to the Department? (Poor – 1.25; Adequate – 2.50; Good – 3.75; Exceptional – 5)	5	

Total Technical Points Awarded: _____

Vendor's Name: _____ Evaluator's Printed Name _____ Evaluator's Signature: _____

COST POINTS WILL BE DETERMINED BY THE PURCHASING OFFICE.

For Cost Points, the Vendor submitting the lowest Grand Total (combined annual amounts) will receive 400 points. All other Vendors will receive cost points according to the following formula:

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

Where: N = Lowest Grand Price Total Received by any Proposal.
X = Vendor's Grand Price Total
Z = points awarded.

Cost Points Awarded: _____

Points Grand Total (Technical and Cost): _____

Procurement Officer Calculating Points:

Print Name/Date

Signature

**ATTACHMENT 9 - COST INFORMATION SHEET
FDC RFP-15-099**

Location of Proposed Facility: _____

County (Must be located in Alachua and/or Sarasota Counties)

Address of Proposed Facility: _____

Street Address

City/State/Zip Code

Row	Column 1	Column 2
	Description of Service	Unit Price Per Test
A	8-PANEL DRUG TEST Alcohol/Cocaine (cocaine and metabolites) Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, oxycodone), Cannabis (cannabinoids-THC)/ Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam), Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital), Amphetamines (Amphetamine, Methamphetamine) MDMA/MDA/MDEA	\$ _____
B	CONFIRMATION TEST Cocaine (cocaine and metabolites), Opiates (codeine, morphine, hydrocodone, hydromorphone, oxymorphone, oxycodone), Cannabis (cannabinoids-THC), Benzodiazepines (Oxazepam, Temazepam, alpha-Hydroxyalprazolam, Lorazepam, Nordiazepam), Barbiturates (butalbital, amobarbital, secobarbital, pentobarbital, Phenobarbital/ PCP/Methadone	\$ _____
C	Grand Total Cost for Laboratory Services (Including 8 Panel Drug Test and Confirmation Test Per Specimen)	\$ _____

The Payment will be made at the price per test amount awarded.

Instructions for Attachment 9

The Vendor shall provide a Unit Price Per Test in Column 2.

Row C shall contain the Grand Total Cost inclusive of Column 2, Unit Price Per Test.

This Cost Information Sheet shall be signed and completed in its entirety.

NAME OF PROPOSER'S ORGANIZATION

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

FEDERAL IDENTIFICATION NUMBER (FEID)

**ATTACHMENT 10 – OPTIONAL SERVICES COST INFORMATION SHEET
FDC RFP-15-099**

Row	Column 1	Column 2
	SPECIAL TESTS	Price Per Test
A	Lysergic Acid Diethylamide (LSD) Immunoassay Screen	\$ _____
B	Confirmation (GC/MS) if screened positive for LSD	\$ _____
C	Anabolic Steroids GC/MS Screening/Confirmation	\$ _____
D	Gamma Hydroxybutric (GHB) Screen	\$ _____
E	Gamma Hydroxybutric (GHB) Confirmation	\$ _____
F	6-Acetylmorphine (6-AM) Heroin metabolite	\$ _____
G	Synthetic Cannabinoids (Spice)	\$ _____
H	Bath Salts	\$ _____
I	Other Drugs and Synthetic Drugs	\$ _____

Instructions for Attachment 10

The Vendor shall provide a unit price per test in Column 2 for additional services.

This Cost Information Sheet shall be signed and completed in its entirety.

NAME OF PROPOSER'S ORGANIZATION

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

TITLE

DATE