



FLORIDA DEPARTMENT OF CORRECTIONS

Bureau of Procurement

**INVITATION TO NEGOTIATE (ITN)
FOR
STATEWIDE OFFENDER SELF-REPORTING SERVICES
FDC ITN-18-015**

**RELEASED ON
July 10, 2017**

**By the:
Florida Department of Corrections
Bureau of Procurement
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TIMELINE
FDC ITN-18-015

EVENT	DUE DATE	LOCATION
Release of ITN	July 10, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Non-Mandatory Pre-Bid Conference	July 20, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399 Call-in Telephone Number: (888) 670-3525 Participant Code: 1603048419
Questions Due	August 3, 2017 prior to 5:00 p.m., Eastern Time	Submit to: Florida Department of Corrections Bureau of Procurement Email: purchasing@fdc.myflorida.com (reference solicitation number in subject line)
Anticipated Posting of Answers to Submitted Questions	September 5, 2017	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu
Sealed Replies Due and Opened	September 19, 2017 at 2:00 p.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399
Evaluation Team Meeting	September 26, 2017 at 10:00 a.m., Eastern Time	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Negotiations	November 2017 – December 2017	Florida Department of Corrections Bureau of Procurement, Allegra Small 501 South Calhoun Street Tallahassee, Florida 32399
Anticipated Posting of Intent to Award	January 2018	Vendor Bid System (VBS): http://vbs.dms.state.fl.us/vbs/main_menu

SECTION 1 – DEFINITIONS

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

1. **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 ITN.
2. **Business Day**: A business day is considered to be Monday through Friday from 8:00 a.m. to 5:00 p.m., Eastern Time (ET), excluding weekends and state holidays. For services provided at an office in the Central Time Zone, a business day is considered to be Monday through Friday from 8:00 a.m. to 5:00 p.m., Central Time (CT).
3. **Contract**: The agreement, resulting from this ITN, between the successful Vendor and the Department.
4. **Contract Compliance Monitoring**: An in-depth, comprehensive evaluation conducted annually by the Department's Contract Manager, or designee, to document the Vendor's compliance with the terms of the Contract and to evaluate overall Contractor performance. Frequency of monitoring is at the discretion of the Contract Manager, with satisfactorily functioning programs being monitored less frequently. Monitoring will occur at least once annual.
5. **Contract Non-Compliance**: Failure to meet, or comply with, any requirement, deliverable, performance measure, or term of the resultant Contract.
6. **Vendor or Respondent**: The organizational entity serving as the primary Vendor with whom a Contract will be executed. The term Vendor shall include all employees, subcontractors, agents, volunteers, and anyone acting on behalf of, in the interest of, or for, the primary Vendor.
7. **Corrective Action Plan (CAP)**: A Vendor's comprehensive written response to any deficiencies discovered in the course of Contract monitoring, and plan for remediation of those deficiencies.
8. **Day**: Calendar day, unless otherwise stated.
9. **DC Number**: Refers to the Florida Department of Corrections Identification Number assigned to an offender or an inmate.
10. **Department**: The Department of Corrections, or FDC.
11. **Minimum Risk Offender**: An offender that is classified by the Offender Classification System as needing a minimum level of supervision and is considered to be a low risk for recidivating.
12. **Mandatory Responsiveness Requirements**: Terms, conditions or requirements that must be met by the Respondent to be responsive to this ITN. These responsiveness requirements are **mandatory**. Failure to meet these responsiveness requirements will cause rejection of a Reply. Any Reply rejected for failure to meet mandatory responsiveness requirements will not be further evaluated.
13. **Material Deviations**: The Department has established certain requirements with respect to Replies submitted. The use of shall, must, or will (except to indicate the future) in this ITN indicates a requirement, or condition, which may not be waived by the Department, except where the deviation is not material. A deviation is material if, in the Department's sole discretion, the deficient response is not in substantial accord with the ITN's requirements, provides an advantage to one Vendor over other Vendors, has a potentially significant effect on the quantity or quality of items offered, or on the cost

to the Department. Material deviations cannot be waived, and shall be the basis for determining a Reply non-responsive.

14. **Minor Irregularity:** A variation from the ITN terms and conditions, not affecting the price, giving the Vendor an advantage or benefit not enjoyed by other Vendors; does not adversely impact the interests of the Department. A minor irregularity will not result in a rejection of a Reply.
15. **Offender Based Information System (OBIS):** A mainframe based system, which is the Department's official record keeping system for information regarding inmates and offenders.
16. **Responsible Vendor:** A Vendor who has the capability, in all respects, to fully perform the Contract requirements, and the integrity and reliability to assure good faith performance.
17. **Responsive Reply:** A Reply, submitted by a responsible Vendor, which conforms to all material aspects of the solicitation.
18. **Subcontract:** An agreement, entered into by the Vendor, with any other person or organization, in which that person or organization agrees to perform any obligation, or requirement, on behalf of the Vendor, as specifically related to the terms of the Contract resulting from this ITN. All Subcontracts must be pre-approved by the Department.
19. **System:** The product required under any resulting Contract, including, but not limited to, all hardware, software, application programming, database integration, and any other requirement for a fully functional automated telephone offender self-reporting system.
20. **Successful Vendor or Contractor:** A legally qualified corporation, partnership, or other entity, that will be performing as the Vendor under any Contract resulting from this ITN.
21. **Value-Added Service:** Advanced and/or additional services provided to the Department that include new and innovative technologies relating to the offender self-reporting services sought, provided at no additional cost to the Department.

SECTION 2 – INTRODUCTION

2.1 Background

Pursuant to Chapter 945, Florida Statutes (F.S.), the Florida Department of Corrections (FDC) is responsible for the supervision and protective care, custody, and control of all inmates and offenders. The Department is the third largest state prison system in the Country, with currently more than 97,000 inmates, approximately 140,000 offenders on active supervision and an operating budget of approximately \$2.4 billion. The Office of Community Corrections' mission, in part, is to enhance public safety, ensuring appropriate community supervision of felony offenders and reducing crime by assisting offenders with re-entry into society.

The Department has divided the State into four regions: Region I (the Panhandle), Region II (North Florida), Region III (Central Florida) and Region IV (South Florida). Regions are supervised by Regional Directors. Each Region houses multiple Circuits, managed by a Circuit Administrator, and aligned with the judicial circuits within the State of Florida.

The Department's Office of Community Corrections, is the program office responsible for administrative oversight and support of offender reporting, and seeks to move a portion of the required reporting to an automated offender self-reporting system.

At this time, approximately 39,794 offenders are considered minimum risk with approximately 12%-15% in Independent Reporting Status. The Department anticipates an increase in the offenders with the automation of Independent Reporting. The Department's Office of Community Corrections promotes public safety by providing effective supervision of offenders in the community, by holding probation officers accountable, and by connecting offenders to services in order to reduce victimization and the re-occurrence of crime.

2.2 Statement of Purpose

The Department is seeking responses, from interested and qualified Vendors, for the provision of an Offender Self-Reporting System with case management software that includes integration with its Offender Based Information System (OBIS), as specified in Section 3, Scope of Services. The System must be available statewide, 24 hours per day, seven (7) days a week (including holidays), and shall be considered inclusive of all technology, training, monitoring, reporting, maintenance, and any other applicable industry-support services. Vendors must have at least three (3) years, out of the last five (5) years, of business/corporate experience, specifically providing offender self-reporting services, through multiple sites in a correctional or other security/law enforcement setting, as described in this ITN.

Specifically, the Department is seeking Replies for offender self-reporting services for all its probation officer staff. The Department intends to award one Contract to a single Vendor, statewide.

2.3 Procurement Overview

The Department is requesting competitive, sealed Replies, from responsible Vendors, in order to establish a Contract for the provision of self-reporting services to offenders under the Department's supervision. The Department is interested in considering value-added services that would be beneficial to, or will otherwise complement, the services required by this ITN.

The process for evaluating and selecting a Vendor will consist of two phases. The first phase involves evaluation of the Replies to the ITN, which will result in the selection of Vendors to proceed to the second (negotiation) phase. In the second phase, Vendors will be asked to provide a presentation of their Reply and negotiate a final statement of work, pricing, and terms and conditions of the final Contract. The negotiation phase culminates in one or more of the Vendors receiving a request, from the Department, to submit a best and final offer (BAFO), which must include: (1) a revised statement of work; (2) a final Contract draft; and (3) a final cost and compensation model.

2.4 FDC Goals

The Department is looking to achieve strategic improvements in the area of offender self-reporting services. Overall goals for the Department include:

- Reduce recidivism
- Ensure the safety and security of staff, offenders, and the public, through the use of modern technology
- Focus and manage work flows appropriately to achieve the most strategic methods of offender supervision
- Utilize evidence-driven practices and better use of resources

The intent of this procurement is to contract with a Vendor who will assist the Department in meeting these goals.

2.4.1 Specific Goals of this ITN

- Strengthening supervision strategies, utilizing evidenced-practices (what works based on research), in order to reduce recidivism, hold offenders accountable, and change offender behavior;
- Allow more time for probation officers to work with medium and high risk offenders;
- Allow more time for probation officers to complete assessments and analyze results;
- Increase the use of Independent Reporting Status (IRS) by automating the IRS through an offender self-reporting telephone system or apps; and
- Automate the process for notifying and alerting probation officers of any instances regarding minimum-risk offender non-compliance.

2.5 Implementation Plan/Schedule

The resulting Contract will include an estimated 180-day implementation period for the initial delivery of equipment, supplies, training, etc., and any other process required for successful implementation and transition of services. The Department reserves the right to adjust this timeframe, as necessary.

Vendors shall submit with their Reply an Estimated Implementation Plan/Schedule, outlining the implementation of new services. The Vendor's Estimated Implementation Plan/Schedule may be adjusted as deemed necessary by the Department. Once accepted by the Department, there will be no changes made to the Final Implementation Plan/Schedule, unless a request is submitted in writing and approved by the Department's Contract Manager, or designee.

The Estimated Implementation Plan/Schedule for services outlined in this ITN shall detail the Vendor's anticipated date for start and completion of installation, as well as a date that systems and equipment will be fully operational.

Initially, upon Contract execution, the Department anticipates enrolling approximately 10,000 minimum-risk offenders, to the self-reporting monitoring system, who are eligible for independent reporting. An offender must be enrolled, and the system activated and operational, prior to billing the offender. At the end of the 180-day implementation period, all offenders initially identified for enrollment shall be active on the system, and billing of offenders shall commence.

The Vendor's Estimated Implementation Plan/ Schedule shall also include a detailed explanation of the following:

- Estimated Implementation Date Schedule;
- Procedures for installation of service/equipment relating to the new system;
- Times when the system will be operational, identifying possible "down time" of services;
- Any software programming and preparation for installation of equipment, as required;
- Resources required of the Department during implementation and installation, such as staffing requirements;
- On-boarding of resources;
- Knowledge transfer to Department Staff including a breakdown by service area;
- Work environment and technology set-up;
- Introduction to Department stakeholders;
- Takeover of services; and
- Other required service operation transition services.

The Department may provide personnel to facilitate and coordinate implementation of services, if possible.

2.6 Term of Contract

It is anticipated that the initial term of any resulting Contract shall be five (5) years. The Department may renew the Contract for an additional five (5) years, or portions thereof. Any renewal shall be contingent, at a minimum, upon satisfactory performance by the Vendor, as determined by the Department, and will be subject to the availability of funds. If the Department desires to renew the resulting Contract, it will provide written notice to the Vendor no later than 90 days prior to the Contract expiration date.

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

2.7 Pricing Methodology

The Department is seeking pricing that will provide the most favorable terms the Vendor can offer in terms of lowest cost to the State. Therefore, interested Vendors must submit a Cost Reply, utilizing the Attachment I, Price Information Sheet. Best and Final Offers from Vendors will be solicited to establish the lowest possible cost and most beneficial value-added services. Vendors are encouraged to submit a Cost Reply in such a manner as to offer the most cost effective, and innovative solution for services and resources, as cost efficiency for the State will be a consideration in determining best value. Vendors must provide the Cost Reply in accordance with the instructions in Section 4.8.

SECTION 3 – SCOPE OF SERVICES

This section contains the Scope of Service that will be required in any resultant Contract. By submitting a Reply, each Vendor specifically acknowledges and agrees that in addition to all requirements noted elsewhere in this ITN, all requirements below will be applicable to the Vendor should the Vendor be deemed successful.

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 ITN. Under no circumstances shall services meeting less than the minimum service requirements be permitted without the prior written approval of the Department. Otherwise, it shall be considered that services offered will be performed in strict compliance with the requirements and rules, regulations and governance contained in this ITN, and Vendors shall be held responsible therefore.

3.1 General Description of Services

The Department is seeking an offender self-reporting system for stable and minimum-risk offenders to use to self-report certain parameters, to include an Interactive Voice Response (IVR) solution, case management software and web-based solution that integrates with OBIS. The system shall have the capability of being accessed through a secure internet connection, and one which is fully supported by a secure database for transactional records. The proposed system shall include the service, system design, infrastructure and network, equipment, installation, training, operation, and ongoing repairs and maintenance of the system, and its components, which shall be provided at no cost to the Department. Offenders will pay a fee directly to the Vendor in order to access and use the system, resulting in no cost to the Department.

The services to be negotiated through this ITN shall meet any minimum requirements set forth in Section 3, Scope of Services, including, but not limited to:

- 3.1.1** The Vendor shall provide a system that is capable of being accessed through a secure internet connection from desktop, laptop, or remote means by Department staff with

appropriate security clearance who have been provided Vendor-supplied security codes. The Department is interested in solutions that would also include a Mobile Application (app) that would support Android and iOS operating systems.

- 3.1.2** The Vendor shall provide a telephone monitoring service that offers a Primary IVR solution with a voiceprint biometric having a minimum of 98% accuracy rate.
- 3.1.3** The Vendor shall provide a system which shall be integrated with the Department's existing OBIS software.
- 3.1.4** The Vendor must provide means for users to enroll and validate their identity prior to accessing the System.
- 3.1.5** The Vendor's solution must support Single Sign-On access to web and mobile versions of the system for Department staff.
- 3.1.6** The Vendor shall provide all equipment, software, services, support, material, supplies, etc. necessary to provide the system described herein.
- 3.1.7** The Vendor shall be responsible for any copyrights, patents, or licensing, as may be required for their system.
- 3.1.8** The Vendor agrees and understands that the Department shall have the sole responsibility for all referrals to and terminations from the System. The Vendor agrees and understands that an offender shall not be enrolled or removed from the system, without prior approval from the Department's Contract Manager, or designee.
- 3.1.9** The Vendor must function as the single point of contact for the Department, regardless of any subcontracting arrangements for all products and services. This shall include the Vendor assuming responsibility and liabilities for all problems relating to all hardware, software, and services provided.
- 3.1.10** The Vendor must provide telephone and computer services without interruption throughout the duration of any resultant Contract. Minimal service interruption for scheduled system maintenance will be permitted with prior approval by the Department's Contract Manager, or designee.

3.2 Regulatory Requirements

- 3.2.1** All services shall be provided in accordance with all applicable federal and State laws, and regulations, including Sections 948.03, Florida Statutes (F.S.), and the Department's rules and procedures. Failure to comply with present and future municipal, State, or federal requirements will result in rejection of Replies and/or termination of any subsequent Contract resulting from this ITN. Should any of the above laws, standards, rules or regulations, Department procedures, or directives change during the course of this Contract term, the updated version will take precedence. Any application fees, penalties, fines, or other costs or monetary payment assessed against or incurred by the Department for violation of such requirements shall be the responsibility of the Vendor.
- 3.2.2** The Vendor shall be responsible for compliance with all regulatory requirements imposed by local, State, and federal regulatory agencies for all services provided throughout the duration of any resultant Contract.

- 3.2.3 The Vendor shall ensure that all its staff providing services under the resulting Contract comply with prevailing ethical and professional standards, and the statutes, rules, procedures, and regulations mentioned above.
- 3.2.4 The Vendor shall be responsible for all costs associated with local, State, and federal licenses, permits and inspection fees required to provide services. All required permits and licenses shall be current, maintained on site, and a copy submitted to the Department's Contract Manager, or designee, upon request.
- 3.2.5 The Vendor shall comply with the provisions of the Americans with Disabilities Act. This includes provisions referencing both employment and public service agencies (Titles I and II), as well as, any other applicable provision.
- 3.2.6 The Vendor shall be responsible for making all modifications necessary to comply with any industry requirement changes, at no cost to the Department, and within 30 business days, to ensure proper use of services by offenders and Department staff.
- 3.2.7 The system shall adhere to Florida Agency for State Technology's (AST) Rule 74-2, Florida Administrative Code (F.A.C.) "Florida Cybersecurity Standards."
- 3.2.8 The system shall adhere to the Department's procedure 206.007, "User Security for Information Systems."
- 3.2.9 The system shall adhere to the requirements of Section 501.171, F.S. "Security of Confidential Personal Information" regarding the protection of Personally Identifiable Information (PII) data in the system.
- 3.2.10 The Vendor shall be responsible for complying with all pertinent aspects of the Criminal Justice Information System (CJIS) Security Policy (CSP) throughout the duration of any resultant Contract.

3.3 Confidentiality

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

3.4 Service Areas

3.4.1 General Service Requirements

3.4.1.1 Description

The Vendor will be responsible for the overall program management of offender self-reporting services for minimum risk/low need offenders. This includes the following areas of responsibility:

- a) Equipment – Conduct all maintenance, repairs, upgrades, and replacement to systems, and equipment is provided and performance is in accordance to any resultant Contract.
- b) Deliverables – Ensure delivery of all Contract deliverables, as defined in each Service Area of this ITN.

- c) Presentations – Create, maintain, and deliver presentations regarding the system, services provided, and its operational performance.
- d) Impact Analyses – Perform and present impact analyses on how potential rule, or statute changes may impact the system and services, and its cost and success.
- e) Analytics – Compile, maintain, and produce statistical information related to the system and services provided, which the Department can use to make changes and improvements in the delivery of services.
- f) Contract Compliance – Monitor Contract responsibilities and performance; ensure compliance, and report metrics, including shortfalls, on a monthly basis.
- g) Service Function Oversight and Success – Provide oversight of each of the following service functions:
 - Program Management
 - Software and Technology Requirements
 - System Service Requirements

3.4.1.2 How Service is Provided Today

Currently the Department’s probation officers are required to spend days in their respective Probation Office, coordinating reporting schedules with offenders to report to the office each month. There is an incentive-based reporting reduction allowance for certain low risk/need, stable and complying offenders called Independent Reporting Status (IRS). Placement into IRS is at the discretion of the offender’s probation officer, with approval of the probation officer’s immediate supervisor. These offenders currently report to the probation officer every month by telephone, and send in their monthly Supervision Report form via mail or email.

An alternative reporting system for these offenders would provide the probation officers with information needed to manage their caseloads, while providing offenders an increased incentive to comply with conditions of supervision (not having to submit a report to the probation office each month). A new system of self-reporting, which may include telephone, web-based, and/or mobile app, would be beneficial for both the officers and offenders. In combination with exception reports, this system will more than adequately substitute for the written monthly reports provided by offenders during office visits, when complemented with other contact and supervision requirements, for those offenders identified as eligible for the IRS. The probation officer will still be required to verify an offender’s place of residence and employment status. In addition, an offender self-reporting system, will enable the probation officer to spend more productive time with higher risk offenders.

3.4.2 Program Management Requirements Service Area

Program Management Requirements (PGM)	
No.	Requirement
PGM-01	<p><u>Staffing Requirements</u> The Vendor shall provide administrative oversight, be responsible for, and monitor the performance of all Vendor staff performing services, in accordance with the requirements outlined in this ITN.</p> <p>The Vendor shall provide an adequate level of staffing for provision of the services outlined herein, and shall ensure that staff providing services are appropriately trained,</p>

Program Management Requirements (PGM)

No.	Requirement
	<p>qualified, and licensed, if required. The Vendor shall be responsible for all expenses incurred for travel, including transportation, and meals incurred on behalf of Vendor's staff positions.</p>
<p>PGM-02</p>	<p><u>Conduct and Safety Requirements</u></p> <p>The Vendor shall ensure all staff adhere to the standards of conduct prescribed in Chapter 33-208, F.A.C, and as prescribed in the Department's personnel policy and procedure guidelines, with particular regard for rules of conduct, employee uniform and clothing requirements (as applicable), security procedures, and any other applicable rules, regulations, policies and procedures of the Department. By submitting a Reply to this ITN, the Vendor acknowledges and accepts, for itself and any of its agents, that all or some of the services to be provided under the resultant Contract, shall be provided in a correctional setting with direct and/or indirect contact with the offender population and that there are inherent risks associated with this environment. Staff conduct requirements are as follows:</p> <ol style="list-style-type: none"> a. The Vendor's staff shall not display favoritism to, or preferential treatment of, one offender, or group of offenders, over others. b. The Vendor's staff shall not deal with any offender except as in a role that supports services under the Contract. Specifically, staff members must never accept for themselves, or any member of their family, any personal (tangible or intangible) gift, favor, or service, from an offender, an offender's family, or close associate, no matter how trivial the gift or service may appear. The Vendor shall report to the Department's Contract Manager any violation(s), or attempted violation(s), of these restrictions. In addition, no staff member shall give any gifts, favors, or services to inmates, their families or close associates. c. 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 offenders or their families in any capacity. d. The Vendor's staff shall not have outside contact (other than incidental contact) with an offender being served, or the offender's family or close associates, except to complete activities specifically to be rendered under this Contract. e. The Vendor's staff shall not engage in any conduct which is criminal in nature, or which would bring discredit, or scrutiny, upon the Vendor or Department. In providing services pursuant to this ITN, the Vendor shall ensure its employees avoid both misconduct and the appearance of misconduct. f. Any violation, or attempted violation, of the restrictions referred to in this section regarding employee conduct, shall be reported by phone and in writing, to the Department's Contract Manager, or designee, including any proposed action to be taken by the Vendor. Any failure to report a violation, or take appropriate disciplinary action, against the offending party, or parties, shall subject the Vendor to appropriate management action, up to, and including, termination of the Contract. g. The Vendor shall report any incident described above, or requiring investigation by the Vendor, in writing, to the Department's Contract Manager, or designee, within 24 hours of the Vendor's knowledge of the incident.

Program Management Requirements (PGM)

No.	Requirement
	<p>The Vendor's staff shall be subject to and shall comply with all security regulations and procedures of the Department and the respective probation office. Violation of regulations may result in the employee or individual being denied access to the probation office. In this event, the Vendor shall provide alternate personnel to supply services described herein, subject to Department approval.</p>
<p>PGM-03</p>	<p><u>Staff Background/Criminal Record Checks</u></p> <p>The Vendor's staff, assigned to the resulting Contract, shall be subject, at the Department's discretion and expense, to a Florida Department of Law Enforcement (FDLE) Florida Crime Information Center/National Crime Information Center (FCIC/NCIC) background/criminal records check. This background check will be conducted by the Department and may occur or re-occur at any time during the contract period. The Department has full discretion to require the Vendor to disqualify, prevent, or remove any staff from any work under the contract. The use of criminal history records and information derived from such records are restricted, pursuant to Section 943.054, F.S. The Department shall not disclose any information regarding the records check findings or criteria for disqualification or removal to the Vendor. The Department shall not confirm to the Vendor the existence or nonexistence of any criminal history record information. In order to carry out this records check, the Vendor shall provide, the following data for any individual of the Vendor or subcontractor's staff providing services under the resulting Contract: Full Name, Race, Gender, Date of Birth, Social Security Number, Driver's License Number, and State of Issue. The Vendor's staff shall submit to fingerprinting by the Department of Corrections for submission to the Federal Bureau of Investigation (FBI). The Vendor shall not consider new employees to be on permanent status until a favorable report is received by the Department from the FBI.</p> <p>The Vendor shall ensure that the Department's Contract Manager, or designee, is provided the information needed to have the FCIC/NCIC background check conducted prior to any new staff being assigned to work under the Contract. The Vendor shall not offer employment to any individual, or assign any individual to work under the Contract, who has not had an FCIC/NCIC background check conducted.</p> <p>No person who has been barred from any FDC Institution or other Department facility shall provide services under the Contract resulting from this, without prior written approval from the Department's Contract Manager, or designee.</p> <p>The Vendor shall not employ or enter into any subcontract with any individual under the resulting Contract who is under supervision or jurisdiction of any parole, probation or correctional authority. The objective of this provision is to prevent any employee under any such legal constraint from having any contact with, or access to, any records of the Department of Corrections.</p> <ol style="list-style-type: none"> a. The Vendor shall disclose any business or personal relationship a staff person, officer, agent, or potential hire may have with anyone presently incarcerated, or under the supervision of the Department. b. The Vendor shall immediately report any new arrest, criminal charges, or convictions of a current employee under the resulting Contract.

Program Management Requirements (PGM)	
No.	Requirement
	<p>c. Note that a felony or first-degree misdemeanor conviction, a plea of guilty or nolo contendere to a felony, or first-degree misdemeanor crime, or adjudication of guilt withheld to a felony or first-degree misdemeanor crime, does not automatically bar the Vendor from hiring the proposed employee. However, the Department reserves the right to prior approval in such cases. Generally, two years with no criminal history is preferred. The Vendor shall require that all proposed employees provide to them the details of any criminal background information. The Vendor shall make full written report to the Department's Contract Manager within three calendar days whenever an employee has a criminal charge filed against them, an arrest, or receives a Notice to Appear for violation of any criminal law involving a misdemeanor, or felony, or ordinance (except minor violations for which the fine or bond forfeiture is \$200 or less), or when the Vendor or any of their staff has knowledge of any violation of the laws, rules, directives or procedures of the Department.</p> <p>d. The Vendor shall comply with the Department Procedure 208.013, Outside Employment, when hiring both current and former Department employees.</p>
PGM-04	The Vendor's staff (employees and subcontractors) shall be required to follow all Department security requirements. The Circuit Administrator, and designee(s), have full operational control of the facilities. Vendor's staff shall be required to follow all security directives including, but not limited to, those dealing with requirements for entering and exiting.
PGM-05	The Vendor shall work cooperatively with the Department's Contract Manager, or designee, to establish and maintain communication protocols for the handling of routine, urgent, and emergent Contract issues.
PGM-06	<p>The Vendor will comply with the national standards to prevent, detect, and respond to prison rape under the Prison Rape Elimination Act (PREA), Federal Rule 28 C.F.R. Part 115. The Vendor(s) will also comply with all Department policies and procedures that relate to PREA.</p> <p><i>PREA is federal law, Public law 108-79, and is now designated as 42 USC 15601. PREA established a zero tolerance standard against sexual assaults and rapes of incarcerated persons of any age.</i></p>
PGM-07	<p><u>Litigation-Related Testimony</u></p> <p>The Vendor acknowledges that 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, State Attorney's Office, Public Defender's Office, Florida Commission for Offender Review, and all other judicial entities to provide testimony regarding equipment, system specifications and functioning, including the accuracy and reliability of reports and results. The Vendor shall make available qualified personnel to provide testimony, as requested or subpoenaed.</p> <p>The Vendor shall ensure that qualified personnel is available to provide such expert testimony, and that personnel responds timely and appears as stipulated in the request and subpoena. The Vendor shall immediately notify the Department's Contract Manager, or designee, upon receipt of any subpoena involving or affecting the Department.</p>

Program Management Requirements (PGM)	
No.	Requirement
PGM-08	<p><u>Advertising and Promotions</u></p> <p>The Vendor shall not issue news releases, advertisements, news articles, or any other information of any kind related to the Department, including statistical data, offender information, or programs, without prior written approval from the Department's Contract Manager, or designee.</p>
PGM-09	<p><u>Quality Assurance Program</u></p> <p>The Vendor shall have a formal quality assurance or quality control program in place that demonstrates that internal review and quality control processes are in place, and routine evaluations of the quality of the system, equipment, and service are performed to ensure compliance with the terms and conditions of any resultant Contract. A copy of the quality assurance or quality control program shall be submitted with the Vendor's Reply.</p>
PGM-10	<p><u>Training and Training Materials</u></p> <p>The Vendor shall develop and conduct on-going training, throughout the resultant Contract term for Department staff.</p> <p>The Vendor shall also provide instruction detailing their customer service procedures, and any other issues affecting the system or services. All training shall be pre-scheduled and held at the convenience of the Department. The Vendor shall be prepared to provide additional and remedial training, as needed, if there are any system changes during the term of the Contract.</p>
PGM-11	<p>The Vendor shall provide a transition plan for the end of the life of the Contract, which shall include, but is not limited to, the most up-to-date copy of the system's database, including all historical data, the data dictionary, file layouts, code tables, code values, data relationships, keys, and indices, in a format to be determined by the Department's Contract Manager, or designee. In addition, the Vendor shall immediately provide a single read-only license for the Department's use for a period not less than three (3) months after Contract end.</p>
PGM-12	<p><u>Other Contract Requirements</u></p> <p>The Department will monitor the Vendor's performance to determine compliance with other Contract requirements, including, but not limited to, the following:</p> <ul style="list-style-type: none"> • Transition/Implementation/Installation of System; • Timely Submittal of Corrective Action Plans (when applicable); and, • Compliance with Other Terms and Conditions of the Contract not involving delivery of services otherwise listed above.

3.4.2.1 Performance Measures Program Management Requirements

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-01	All services shall be operational within 180 calendar days after the Final Implementation Plan/Schedule has been approved by the Department (Section 2.5)	180 calendar days after Final Implementation Plan/ Schedule approved by the Department	One-time	\$500.00 per day, for each day past the due date

3.4.2.2 Program Management Requirements Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirement(s), as applicable)
DEL-PGM-01 Final Implementation Plan and Transition Schedule	30 calendar days after the Contract execution	The Vendor shall provide a Final Implementation Plan and Transition Schedule. (Section 2.5)
DEL-PGM-02 End-of-Contract Transition Plan	180 calendar days after the Contract execution	Transition plan that documents the Vendor's plans for transitioning to another Vendor upon the expiration, or termination, of the Contract. (PGM-011)
DEL-PGM-03 Annual Summary Report	45 calendar days after the anniversary date of the initial Contract execution date	The Vendor shall provide to the Department an annual summary report. The report shall detail all issues identified or reported by Department staff, including the Department's Contract Manager, or designee. The Vendor shall also include information related to any new technology, improvements to the equipment and service delivery, dates of training, all information related to technical assistance provided, and court appearances.
DEL-PGM-04 Monthly System Performance Report	10 th calendar day of the month for the preceding month	The Vendor shall submit a monthly report on performance of the system, including any system interruptions to the Contract Manager, or designee. Additionally, regular operational metrics such as timing of system updates, failed connections, and any system unavailability shall be reported.
DEL-PGM-05 Ad Hoc Reports	Within five (5) calendar days from the initial request received from the Department	The Vendor shall provide the Department ad hoc reporting data, upon request of the Department's Contract Manager, or designee, or the Department's Office of Inspector General.

3.4.3 Software and Technology Requirements Service Area

Software and Technology Requirements (ST)	
No.	Requirement
ST-01	<p>The Vendor's system shall be a stand-alone system that has the capability of receiving data from OBIS, as well as sending a data file to OBIS via Secure File Transfer Protocol (SFTP). The Vendor will work with the Department's Office of Information Technology (OIT) to ensure Vendor's system includes all aspects and requirements as specified in the ITN, and is prepared for system implementation. The Department will send the Vendor a SFTP file of all offenders to be initially uploaded into the system.</p> <p>a. Initial Load: Within 60 calendar days after Contract execution, the Vendor shall perform an automated initial load (e.g. via electronic file transfer, etc.) to the Vendor's system of existing program data located on the Department's system.</p> <p>b. Daily Update: Within 60 calendar days after Contract execution, the Vendor shall provide an automated solution (e.g. electronic file transfer, etc.) to provide daily updates to the Department's system from the Vendor's system.</p>
ST-02	The Vendor's system must support email alerts and/or mobile notifications to Department staff.
ST-03	All software must be compatible with a minimum of Internet Explorer 11, and mobile devices running Android or iOS, if applicable.
ST-04	The Vendor shall provide a system that restricts access to only authorized Department staff, or authorized users, and that maintains confidentiality by a minimum of 256-bit encryption of any and all information transmitted over the public network (internet).
ST-05	The Vendor shall ensure that the Department maintains ownership of all data stored in the application, and that all data is maintained on servers within the continental United States.
ST-05	The Vendor shall provide a service that supports both personal identification number and password security for offenders and probation officers. The case identifier used to retrieve an offender's file shall be numeric.
ST-06	All email, and any other means of communication provided by the Vendor's system, must meet or exceed encryption provided by AES 256-bit.
ST-07	The Vendor's application should require no additional software to be installed at Department locations.
ST-08	The Vendor shall be required to provide, at no additional cost to the Department, all appropriate Vendor staff and time to effect any changes to the hardware and software provided by the Vendor that are needed to maintain the functionality of the application, or that are needed to support maintenance of or upgrades to, standard Department computer, server, and network platforms.
ST-09	The Vendor's software application must allow for an alpha numeric identification designated by the Department (DC number), with no more or no less than six (6) characters. A unique identification shall be used for each offender within the Vendor's system.

ST-10	<p>The Vendor's software application must contain the following minimum mandatory fields for initial offender enrollment:</p> <ul style="list-style-type: none"> a. Name; b. DC number; c. assigned officer; d. offender address; and e. offender telephone number.
ST-11	<p>The Vendor's software application shall allow Department staff to receive and retrieve all required reports from the Department staff's computer via internet access.</p>

3.4.3.1 Performance Measures for Software and Technology Requirements

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-02	<p>Initial Data Load: The Vendor shall perform an automated initial load to the Vendor's system of existing program data located on the Department's system (ST-01)</p>	<p>Within 60 calendar days after Contract execution</p>	<p>One-time</p>	<p>\$500.00 per day, for each calendar day past the due date</p>
PM-03	<p>Daily Update: The Vendor shall provide an automated solution to provide daily updates to the Department's system from the Vendor's system (ST-01)</p>	<p>Within 60 calendar days after Contract execution and daily for duration of Contract</p>	<p>One-time after Contract execution and Monthly thereafter</p>	<p>\$50.00 per day, for each day past the due date</p>

3.4.4 System Service Requirements Service Area (SR)

System Service Requirements (SR)	
No.	Requirement
SR-01	<p>The Vendor shall have a written Disaster Recovery Plan that covers power failures, telephone system failures, local equipment failures, flood, or fire, and shall be made available to, upon request, the Department's Contract Manager, or designee.</p>
SR-02	<p>The Vendor shall perform complete support of all interface hardware and software equipment necessary to ensure provision of the service for the duration of any resultant Contract.</p>
SR-03	<p>The Vendor shall provide on-site technical assistance within 24 hours, in the event of technical problems that cannot be resolved from a remote location, at the request of the Department's Contract Manager, or designee.</p>

System Service Requirements (SR)	
No.	Requirement
SR-04	The Vendor shall provide the Department a contact number, accessible 24 hours a day, seven (7) days a week, for the purpose of reporting problems that might be experienced.
SR-05	The Vendor's system should support call queue to evenly distribute calls on a first come, first serve basis.
SR-06	The Vendor's system shall be functional and accessible to offenders and the probation officers 24 hours per day, seven (7) days per week. (excluding Department-approved scheduled maintenance)
SR-07	The Vendor shall report all outages to the Department's Contract Manager, or designee, within 60 minutes of each system failure occurrence.
SR-08	The Vendor's system shall provide for redundancy to reduce downtime due to hardware or software issues.
SR-09	The Vendor's system shall provide the capability for every call-in and out of the system to be recorded with a transaction record that indicates the called number or calling number, length, and the result of the call.
SR-10	The Vendor's system shall have the ability to provide probation officers with updated information received from offenders within 24 hours or less.
SR-11	The Vendor shall provide a contact that allows both probation officers and offenders to communicate with the Vendor via email.
SR-12	The Vendor's system shall have the capability of automating the receipt and dissemination of information, and will allow the Department to modify offender information.
SR-13	The Vendor's system shall have the ability for the probation officers to send instructions and notifications to the offender(s).
SR-14	The Vendor's system shall allow for customized Department-specified call reporting questions to determine offender compliance.
SR-15	The Vendor's system shall ensure that all data be recorded with a historical transaction record and stored/archived for retrieval/back-up, per Section 5.27 of this ITN.
SR-16	The Vendor's proposed system shall be accessible to offenders via a toll-free telephone network that can be accessed by cellular phone, and/or home or work phone.

System Service Requirements (SR)	
No.	Requirement
SR-17	<p>The Vendor's system shall have the ability to do the following:</p> <ol style="list-style-type: none"> a. Use voice biometrics multi-factor authentication to identify and match the offender's to the voice used during the enrollment process; b. Accommodate non-English speaking offenders who speak Spanish and Creole; c. Provide the telephone number from which the offender is calling; d. Permit calls from phone numbers other than the original enrollment phone number; e. Set frequency of call to weekly, bi-weekly, or monthly; f. Review offender call history; g. Provide automated outbound reminder call notifications for offenders who generate exceptions; h. Automatically advise offender of next scheduled call-in date; and i. Allow probation officers to send pre-recorded voice or transcribed messages through the software application for one (1) or all offenders. The message shall be retained in the system until the call is completed. Messages to an offender may be deleted by the system upon completion of the call.
SR-18	The Vendor's system shall allow Department staff to view offender's home and employment information via the Vendor's website.
SR-19	The Vendor's system shall provide a service that archives all voice response records received from offenders until deleted by the probation officer.
SR-20	<p><u>Enrollments Requirements</u></p> <p>The Vendor's system shall have the capability to allow the Department staff, through the Department staff's computer, to enroll any new offenders and to make offender data changes directly through the Vendor's software application using an online interface with the Department's system and database.</p>
SR-21	The Vendor's system shall allow for offender enrollments to be performed via direct telephone request (password accessible) when the probation officer does not have immediate access to an internet connection.
SR-22	The Vendor's system shall complete all preliminary enrollments identified by the Department who are eligible for Contract monitoring within the first 60 calendar days after Contract execution. After this preliminary enrollment period, the probation officer and staff shall be able to update information on these preliminary enrollments.
SR-23	<p>The Vendor's system shall have the ability to perform the following enrollment functions:</p> <ol style="list-style-type: none"> a. Enroll offenders 24 hours per day, seven (7) days per week in the system via web, or phone; b. Provide an automated report via the web that confirms new enrollments and enrollments still needing biometric voice verification; and c. Modify or delete enrollment information and receive confirmation via automated report.

System Service Requirements (SR)	
No.	Requirement
SR-24	<p><u>Case Management Requirements</u></p> <p>The Vendor's system shall include case management software that shall allow the probation officer to indicate a reason why an offender was removed from the service (i.e., discharge, violation, unemployment, removed from independent reporting etc.).</p>
SR-25	<p>The Vendor's system shall include case management software that shall allow the probation officer to view an offender's call history. The call history shall include the offender's name, the date and time of the call, and the number called from.</p>
SR-26	<p>The Vendor's system shall include case management software that shall provide the following:</p> <ol style="list-style-type: none"> 1) Automatic notification to the probation officer via email within 24 hours, when the following is reported by an offender: <ol style="list-style-type: none"> a. Change of address; b. Change of employment/student; c. Contact with law enforcement; e. Call outside of specified call window; and f. Missed calls (failed to call-in). 2) "Standardized" and automated individual/aggregate reports on offenders to be available on-demand electronically to include: <ol style="list-style-type: none"> a. Missed calls (failed to call-in); b. Address changes; c. New arrests/contact with law enforcement; d. Call outside window; e. Employment/student changes; f. Officer offender report; g. Agency offender report; h. Email changes; i. Phone number changes; and j. Unable to deliver messages. 3) Archived offender information for retrieval for the life of the resulting Contract. 4) The Vendor's system shall comply with the technical requirements of the CJIS CSP; minimally, that CJIS is not stored or processed in an off-site or cloud environment beyond the Department's control.
SR-27	<p><u>System Generated Letters</u></p> <p>At a minimum, the system shall allow the Department to generate the following "canned" letters directly from the system database, through the secure internet site. To ensure that letters are accurate and timely, the system's database shall be updated daily to ensure all report data is current when viewed and/or downloaded by Department staff. All letters shall be readable on screen, printable, and shall be downloadable into a PDF Microsoft (MS) Excel format. The formats shall be subject to final approval by the Department's Contract Manager, or designee.</p>

System Service Requirements (SR)	
No.	Requirement
SR-28	<p>The Vendor's system shall include case management software that shall have the capability to electronically distribute system-generated letters and documents to include, but not limited to:</p> <ul style="list-style-type: none"> a. New Enrollment Letters b. Compliance Letters: <ul style="list-style-type: none"> 1) Term Letter 2) Failure to Report Letter 3) Employment Letter 4) Failure to Pay Court Ordered Financial Obligations Letter 5) Failure to Perform Community Service 6) Outstanding Fees Letter 7) Failure to Comply Custom Letter c. Ad Hoc Letters: <ul style="list-style-type: none"> 1) Change of Information Letter 2) Report to Officer Letter 3) Free Form Letter <p>Letters referred to in this ITN Section shall be developed by the Vendor based on input from the Department. It is anticipated, but not guaranteed, that most letters will be no longer than one page.</p>
SR-29	<p><u>System Generated Reports</u></p> <p>At a minimum, the system shall allow the Department to generate required canned reports directly from the system database, through the secure internet site. To ensure that reports are accurate and timely, the system's database shall be updated daily to ensure all report data is current when viewed and/or downloaded by Department staff. All reports shall have the capability of being queried, sorted, or filtered by any field contained in the report or by data parameters, as applicable, and reports shall be readable on screen, printable, and shall be downloadable into a PDF or Microsoft (MS) Excel format. Report formats shall be subject to final approval by the Department's Contract Manager, or designee.</p>
SR-30	<p><u>Offender Enrollment Report</u></p> <p>The system shall provide a daily report of all offenders enrolled in the system. This report shall include the assigned offender, DC number, enrollment date, circuit identifier, assigned officer (if applicable), and totals.</p>

System Service Requirements (SR)	
No.	Requirement
SR-31	<p><u>Offender Exception Report</u></p> <p>The system shall provide the Department the ability to generate an Exception Report, queried by circuit identifier, and date parameters that identifies the assigned offender and type of exception generated.</p> <p>Additionally, the following types of Exceptions Reports shall be included:</p> <ul style="list-style-type: none"> a. A list of offenders who failed to report each month as required; b. A list of offenders who failed to complete the required voice print; c. A list of offenders who have indicated a change in employment or residency; d. A list of offenders who have had contact with law enforcement; e. A list of offenders who have left a voice message; f. A list of offenders who have been removed from the program and why (i.e. discharge, failure to pay etc.); and g. A list of offenders who called from a phone number that is different from the phone number of record.
SR-32	<p><u>Current Usage Report</u></p> <p>The system shall provide the Department the ability to generate a daily Current Usage Report indicating the actual number of enrolled offenders to-date for the monthly period. This report should be detailed to reflect offender name, DC number, service type, and number of days utilized to date.</p>

3.4.4.1 Performance Measures System Service Requirements

Performance Measures (PM)				
No.	Description	Expectation	Measurement Duration	Financial Consequences
PM-04	Vendor shall provide on-site technical assistance, in the event technical problems that cannot be resolved remotely (SR-03)	Within 24 hours	Monthly	\$250 per hour past the required response time frame, per occurrence
PM-05	System Availability (SR-06)	System shall be functional and available 99.99% of all time (excluding Department-approved scheduled maintenance)	Monthly	\$1,000 for every hundredth (0.01) of a percentage point, or portion thereof, below 99.99%
PM-06	System Failures reported by Vendor to the Department (SR-07)	All outages shall be reported to the Department within 60 minutes of each system failure occurrence	Monthly	\$500 per 30 minutes past the required notification time frame, per occurrence
PM-07	System shall provide capability for every call-in and out of system to be	98% Compliance	Monthly	\$1,500 for every percentage point, or

	recorded with a transaction record that indicates the called number or calling number, length, and the result of the call (SR-09)			portion thereof, below 98%
PM-08	System shall provide updates of offender information (SR-10)	Within 24 hours	Quarterly	\$250 for every update not provided within the required response time, per occurrence
PM-09	System shall provide automatic email notification (SR-26)	Within 24 hours	Quarterly	\$250 for every email notification not provided within the required response time, per occurrence

3.4.4.2 System Service Requirements Deliverables

Deliverable	Due Date	Description (with cross-reference to Requirements as applicable)
DEL-SR-01 Offender Enrollment Report	Daily upon Contract execution	The system shall provide the Department the ability to generate a daily report of all offenders enrolled in the system. This report shall include the assigned offender, DC number, enrollment date, circuit identifier, assigned officer (if applicable), and totals. (SR-30)
DEL-SR-02 Offender Exception Report	5 th calendar day of each month upon Contract execution	The system shall provide the Department the ability to generate an Exception Report, queried by circuit identifier, and date parameters that identifies the assigned offender and type of exception generated. (SR-31)
DEL-SR-03 Current Usage Report	5 th calendar day of each month upon Contract execution	The system shall provide the Department the ability to generate a total monthly usage summary report, downloadable on the 5 th calendar day of the month, indicating the actual number of enrolled offenders utilized during the previous months' time period. (SR-32)

SECTION 4 – PROCUREMENT RULES AND INFORMATION

4.1 General Instructions to Vendors

The PUR 1001 is incorporated by reference and may be viewed at the following link:
http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

4.2 Vendor Inquiries

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

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
Bureau of Procurement
Florida Department of Corrections
Email: purchasing@fdc.myflorida.com

Between the release of the solicitation, and the end of the seventy-two (72) hour period following posting of notice of intention to award (the seventy-two (72) hour period excludes Saturdays, Sundays, and State holidays), Vendors responding to this solicitation, or persons acting on their behalf, may not contact any employee, or officer, of the executive, or legislative branches of government, 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 Reply, Section 287.057(23), F. S.

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

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

4.3 Alternate Provisions and Conditions

Replies that contain provisions that are contrary to the material requirements of this ITN are not permitted. Vendors are expected to submit questions or concerns they may have regarding the requirements or terms and conditions of this solicitation in writing to the Procurement Officer so they may be addressed during the question and answer phase of this solicitation (see Section 4.2). Including alternate provisions or conditions to this solicitation may result in the Reply being deemed non-responsive to the solicitation. However, as this is an ITN, the Department reserves the right to negotiate the best terms and conditions, if determined to be in the best interests of the state.

4.4 Reply Bond

Each Respondent is required to submit a Certified Check, Cashier's Check or Reply bond with its response. Failure to submit a reply bond will deem the Respondent non-responsive. The amount required is twenty-five thousand dollars (\$25,000.00). If submitting a bond, rather than a check, the Department requires the Vendor's surety company to complete the Department's Reply Bond Form, included as Attachment IX. The bond shall be issued by a reliable surety company that has been in business with a record of successful continuous operation for at least five (5) years and is authorized to do business in the State of Florida. Provided Reply bonds shall be valid until the Department executes a Contract or issues a Notice of Agency Decision cancelling the solicitation or rejecting all replies. The check/bond shall be payable to the Florida Department of Corrections. The check/bond ensures against a Respondent's withdrawal from competition subsequent to their submission of a Reply. The check/bond will be returned to unsuccessful Respondents upon the execution of a Contract with the successful Respondent or upon cancellation of the solicitation. The check/bond of the successful Respondent will be retained until the Contract is executed and the Department receives the required performance bond. The Reply check/bond will be forfeited to the Department if the Respondent fails to timely submit the performance bond or other security, as required below, or fails to execute the Contract when required to do so by the Department. Negotiable instruments

submitted will be deposited into the State Treasury. After execution of the Contract, return of the Reply bond will be accomplished by issuing a warrant made payable to the Respondent with five (5) business days. Any request for withdrawal of submitted Reply, requested after five (5) business days will be subject to provisions of this section.

4.5 Pass/Fail Mandatory Responsiveness Requirements

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

- a) All data generated, used, or stored by Respondent, pursuant to the prospective Contract will reside and remain in the United States and will not be transferred outside of the United States;
- b) All services provided to the State of Florida under the prospective Contract, including call center or other help services, will be performed by persons located in the United States;
- c) Respondent has a minimum of at least three (3) years' experience, within the last five (5) years, in providing offender self-reporting services in a correctional or security/law enforcement setting;
- d) Respondent's proposed offering and all services provided under the Contract will be compliant with all laws, rules and other authority applicable to providing the services including, but not limited to, Florida's Open Government laws (Article I, Section 24, Florida Constitution, Chapter 119, F.S.);
- e) Respondent will act as the prime Contractor to the Department for all services provided under the Contract that results from this ITN;
- f) Respondent demonstrates their ability to meet the performance bond requirements. Prior to execution of the resultant Contract, Respondent will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of fifty thousand dollars (\$50,000.00) or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Respondent throughout the term of the Contract (including renewal years).
- g) Respondent will deliver to the Department, with their Reply, a reply bond or check in the amount of twenty-five thousand dollars (\$25,000.00), in accordance with Section 4.4. The bond ensures against a Respondent's withdrawal from competition subsequent to their submission of a Reply.
- h) Respondent attests to its positive financial standing and Respondent's current Dun & Bradstreet (D&B) Financial Stress Score has a Financial Stress Class of 1, 2, 3 or 4.

4.6 Submission of Replies

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

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

In their Reply to this ITN, each Respondent shall:

- a) Submit the Technical Reply and the Cost Reply in separately sealed packages.

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

4.7 Contents of Reply Submittals

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

The Reply shall be organized as follows:

TAB A Cover Letter with Contact Information, Executive Summary, Pass/Fail Certification and Performance Bond/Irrevocable Letter of Credit Letter

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

TAB A must also include a letter, signed on or after January 1, 2017, from a Surety Company or Bonding Agent, authorized to do business in the State of Florida, and written on company **letterhead**, that documents the Respondent's present ability to obtain a performance bond or irrevocable letter of credit in the amount of at least fifty thousand dollars (\$50,000.00). **Failure by the Respondent to provide this letter with its Reply**

will be considered material and will result in the Reply being deemed not responsive.

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

TAB B Experience and Ability to Provide Services

TAB B shall include the following information:

a) References

Using **Attachment III** to this ITN, Respondents shall provide three (3) references from businesses or government agencies, for which it has provided services of similar scope and size to the services identified in the ITN.

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

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

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

b) Prior Work Experience

a. Similar Contracts and Services

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

b. Disputes

Respondents shall identify all Contract disputes Respondent (including its affiliates, subcontractors, agents, etc.) has had with any customer within the last five (5) years related to Contracts pursuant to which Respondent provided(s) similar services in the continental United States on an organizational or enterprise level. The term "Contract disputes" means any circumstance involving the performance or non-performance of

a contractual obligation that resulted in: (i) identification by the Contract customer that Respondent was in default or breach of a duty under the Contract or not performing as required under the contract; (ii) the issuance of a notice of default or breach; (iii) the institution of any judicial or quasi-judicial action against Respondent as a result of the alleged default or defect in performance; or (iv) the assessment of any fines or liquidated damages under such contracts. Respondents must indicate whether the disputes were resolved and, if so, explain how they were resolved.

c. Subcontractor Information

If the Respondent will use subcontractors to provide any of the Services, the Respondent shall provide detailed information for all subcontractors it plans on contracting with to provide any of the Services under the prospective contract. This information shall be provided using **Attachment IV**, "Subcontracting." This information shall, at a minimum, include the following: name, contact information, the service(s) subcontractor will be providing under the prospective Contract, the number of years subcontractor has provided services, projects of similar size and scope to the Services sought via this ITN the subcontractor has provided, and all instances of contractual default or debarment (as a prime or subcontractor) the subcontractor has had in the past five (5) years.

TAB C Description of Offering

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

- a) Its understanding of the current state of offender self-reporting services in the Florida Department of Corrections.
- b) Its understanding of goals and general requirements of this solicitation.
- c) Its overall approach to satisfying the requirements and goals of this solicitation.
- d) How the Respondent's approach supports the Department's specific goals of the ITN.
- e) Any risks and challenges with the Department's goals.
- f) How the Respondent will ensure quality services while ensuring costs are reasonable and technology is reliable and current.
- g) The Respondent's approach differentiators.
- h) The Respondent's implementation approach.
- i) Why the Respondent's solution is best for the Department.

TAB D Service Area Detail Solution

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

In **TAB D**, for each of the three (3) Service Areas, the Respondent shall:

- a) Acknowledge acceptance of each requirement.
- b) Acknowledge acceptance of the measures of each performance measure (PM).
- c) Indicate its ability to exceed the required PMs, if applicable, and provide additional PMs the Respondent identifies as important that are not specified.
- d) Identify proposed modifications to the identified PMs, the impact of the modification (e.g. greater quality control, cost savings).
- e) Describe a plan for performing the service and meeting the requirements, including methodologies that will be applied, automation tools planned for use, resource usage plan/approach, and processes that will be put in place.

- f) Provide an organizational structure and resource plan for performing the service and meeting the requirements and performance measures described in Section 3 of the ITN.
- g) Describe ways to maximize value-added services or minimize the costs associated with this service. This may include modifying the requirements and/or PMs while still meeting the needs of the service, or recommending a different approach for the service.
- h) Describe any additional services or deliverables you will provide in addition to those required.

TAB E Implementation Plan and Transition Schedule

To ensure a complete and successful implementation and transition that can provide offender self-reporting services for the Department, the new Respondent will document an implementation plan and transition schedule. The Estimated Implementation Plan and Transition Schedule outlines key activities that must be completed while working with the Department and current Respondent(s) during the implementation and transition period. Specifically, the Estimated Implementation Plan and Transition Schedule shall include requirements described in Section 2.5.

TAB F Cost Reply

Respondent shall complete and submit **Attachment I** – Price Information Sheet for the Contract’s initial term and renewal years, and include this form in **TAB F** of its Reply to the ITN. The Attachment I should be sealed separately, but should be able to be easily inserted into **Tab F** upon the Cost Reply opening.

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

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

TAB H Completed Forms

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

- FORM 1 RESPONDENT’S CONTACT INFORMATION (ATTACHMENT V)**
- FORM 2 CERTIFICATION OF DRUG-FREE WORKPLACE PROGRAM (ATTACHMENT VI)**
- FORM 3 NOTICE OF CONFLICT OF INTEREST (ATTACHMENT VII)**

4.8 Reply Evaluation Criteria

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

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

1. Experience and Ability to Provide Services

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

a. References

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

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

b. Prior Work Experience

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

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

2. Description of Offering

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

- a) To what extent the proposed offering satisfies the following criteria:
 - 1) Ability to effectively provide offender self-reporting services, as required by this ITN; and
 - 2) Maximizes operational efficiencies and supports the Department's goals.
- b) To what extent does the summary of the offering, and the explanation of why it is the best offering for the Department, address and meets the goals, needs, and expectations of the Department?

3. Service Area Detail Solution

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

- **Program Management**
- **Software and Technology Requirements**
- **System Service Requirements**

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

- Respondent’s demonstration of complete understanding and knowledge of the Department’s statement of purpose and scope of services sought in this ITN.
- Description of the management, staffing, roles, and responsibilities for the proposed offering.
- Description and demonstration that services can be delivered and equipment installed within time frames as specified.
- Description of method and approach to providing offender self-reporting services and meeting the requirements as described in Section 3 of this ITN.
- Description and understanding of system as it relates to required system protocols, system restrictions, security requirements and reporting.
- Whether the Respondent’s offering is consistent with the objectives of this ITN.

B. REPLY EVALUATION SCORE

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

C. COST REPLY EVALUATION SCORE (0 – 250 Points)

A total of 250 points may be awarded to a Respondent’s Cost Reply. The following formula will be applied to a Respondent’s Cost Reply to determine the Cost Reply Score:

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

<u>Maximum Price Points:</u>	
Initial Term	150 points
Renewal Term	100 points
TOTAL	250 points

Respondent Cost Points: Cost points will be assigned based on the above weight, for a specific Respondent as reflected in **Attachment I, Price Information Sheet** of its Reply. Cost Points will be determined using the below formula:

The Respondent submitting the lowest initial term pricing, will be awarded 150 points. All others Replies will receive points according to the following formula:

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

Where: N = lowest cost received by any Respondent for the initial term
 X = actual cost received by Respondent
 Z = awarded points

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

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

Where: N = lowest cost received by any Respondent for the renewal term
 X = actual cost received by Respondent
 Z = awarded points

4.9 Reply Evaluation and Negotiation Process

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

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

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

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

A. Evaluation Phase Methodology

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

Experience and Ability to Provide Services	Available Points (Scored by Evaluators)	Weight	Weighted Available Points
References	1-5	5%	25
Prior Work Experience	1-5	10%	50
Description of Solution	1-5	15%	75
Program Management Service Area Detail	1-5	25%	125
Software and Technology Requirements Service Area Detail	1-5	20%	100
System Service Requirements Service Area Detail	1-5	25%	125
TOTAL		100%	500

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

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

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

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

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

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

B. Negotiation Phase Methodology

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

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

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

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

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

As part of the negotiation process, the Department will check references as described in Section 4, Tab B and to assess the extent of success of the projects associated with those references. The Department also reserves the right to contact references not provided by the Respondent. Respondents may be requested to provide additional references. The results of the reference checking may influence the final negotiation and selection of the Respondent. The focus of the

negotiations will be on achieving the solution that provides the best value to the State based upon the "Selection Criteria" and satisfies the Department's primary goals as identified in this ITN. The Selection Criteria includes, but is not limited to the following.

Selection Criteria:

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

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

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

C. Final Selection and Notice of Intent to Award

At the conclusion of negotiations, the Department will issue a written request for best and final offer (BAFO) to one (1) or more of the Respondents with which the negotiation team has conducted negotiations. At a minimum, based upon the negotiation process, the best and final offers must contain:

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

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

It is the intent of the Department to contract with a single Respondent, statewide, to provide services. This does not preclude use of subcontractors.

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

The Secretary, or designee, will approve an award that will provide the best value to the Department, based on the Selection Criteria, taking into consideration the recommended award by the Negotiation Team as reflected in the report of the Procurement Officer. In so doing, the

Secretary, or designee, is not required to score the Respondents, but will base their decision on the Selection Criteria set forth above.

4.10 Reply Opening

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

4.11 Costs of Preparing Reply

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

4.12 Disposal of Replies

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

4.13 Right to Withdraw Invitation to Negotiate

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

4.14 Right to Reject Reply Submissions and Waiver of Minor Irregularities

The Department reserves the right to reject any and all Statement of Qualifications and/or Technical Reply/Service Delivery Narrative or to waive minor irregularities when doing so would be in the best interest of the State of Florida. Minor irregularities are defined as a variation from the Invitation to Negotiate terms and conditions which does not affect the price proposed, or give the Vendor an advantage or benefit not enjoyed by other Vendors, or does not adversely impact the interests of the Department. At its option, the Department may correct minor irregularities but is under no obligation to do so whatsoever.

4.15 Protest Procedures

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

4.16 Non-Mandatory Pre-Bid Conference

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

The purpose of the conference is to discuss the contents of this ITN and accept verbal questions from potential Vendors. The Department will make a reasonable effort to provide answers during this

event. Impromptu questions will be permitted and spontaneous answers provided; however, parties should clearly understand that the Department will issue a written response ONLY to those verbal questions subsequently submitted in writing in accordance with Section 4.2 of this ITN, Vendor Inquiries. The Department's written response will be provided to all prospective Vendors via posting on the VBS as an addendum to the ITN and shall be considered the Department's official answers. Verbal answers and discussions shall not be binding upon the Department.

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

4.17 Addenda

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

4.18 Cost/Price Discussions

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

4.19 No Prior Involvement and Conflicts of Interest

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

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

Vendors should complete the Notice of Conflict of Interest Form, Attachment VII.

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

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

4.20 State Licensing Requirements

As applicable, all entities defined under Chapters 607, 617 or 620, F.S., seeking to do business with the Department shall be on file and in good standing with the State of Florida, Department of State (DOS), or provide evidence of exemption from this requirement.

4.21 MyFloridaMarketPlace (MFMP) Vendor Registration

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

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

4.22 Unauthorized Employment of Alien Workers

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

4.23 Confidential, Proprietary, or Trade Secret Material

The Department takes its public records responsibilities as provided under Chapter 119, F.S. and Article I, Section 24 of the Florida Constitution, very seriously. If the Vendor(s) considers any portion of the documents, data or records submitted in response to this solicitation to be confidential, trade secret or otherwise not subject to disclosure pursuant to Chapter 119, F.S., the Florida Constitution or other authority, the Vendor(s) must also simultaneously provide the Department with a separate redacted copy of its response and briefly describe in writing the grounds for claiming exemption from the public records law, including the specific statutory citation for such exemption. This redacted copy shall contain the Department's solicitation name, number, and the name of the Vendor(s) on the cover, and shall be clearly titled "Redacted Copy." The redacted copy shall be provided to the Department at the same time the Vendor(s) submits its response to the solicitation, and must only exclude or redact those exact portions which are claimed confidential, proprietary, or trade secret. The Vendor(s) shall be responsible for defending its determination that the redacted portions of its response are confidential, trade secret or otherwise not subject to disclosure. Further, the Vendor(s) shall protect, defend, and indemnify the Department for any and all claims arising from or relating to Vendor's determination that the redacted portions of its response are confidential, proprietary, trade secret or otherwise not subject to disclosure. If the Vendor(s) fails to submit a Redacted Copy with its response, the Department is authorized to produce the entire documents, data or records submitted by the Vendor(s) in answer to a public records request for these records. In no event shall the Department, or any of its employees or agents, be liable for disclosing, or otherwise failing to protect, the confidentiality of information submitted in response to this solicitation.

4.24 Vendor Substitute W-9

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

4.25 Scrutinized Vendors Certification

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

4.26 Disclosure of Reply Submittal Contents

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

4.27 Posting of Notice of Agency Decision

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

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

SECTION 5 – CONTRACT TERMS AND CONDITIONS

5.1 General Contract Conditions

The PUR 1000 is incorporated by reference and may be viewed at the following link: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms.

5.2 Travel Expenses

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

5.3 E-Verify

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

5.4 State Initiatives

5.4.1 Diversity in Contracting

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

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

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

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

5.4.2 Environmental Considerations

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

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

5.5 Subcontracts

The Vendor(s) may, only with prior written consent of the Department, enter into written subcontracts for the delivery or performance of services as indicated in this ITN. Anticipated subcontract agreements known at the time of Reply submission, and the amount of the subcontract must be identified in the Reply. If a subcontract has been identified at the time of submission, a copy of the proposed subcontract must be submitted to the Department. No subcontract, which the Vendor(s) enters into with respect to performance of any of its functions under the Contract, shall in any way relieve the Vendor(s) of any responsibility for the performance of its duties. All subcontractors,

regardless of function, providing services on Department property, shall comply with the Department's security requirements, as defined by the Department, including background checks, and all other Contract requirements. All payments to subcontractors shall be made by the Vendor(s).

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

5.6 Insurance

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

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

5.7 Copyrights, Right to Data, Patents and Royalties

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

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

The Vendor(s), without exception, shall indemnify, and save harmless the Department and its employees from liability of any nature or kind, including costs and expenses for or on account of any copyrighted, patented, or unpatented invention, process, or article manufactured or supplied by the

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

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

5.8 Independent Contractor Status

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

5.9 Assignment

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

5.10 Force Majeure

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

5.11 Severability

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

5.12 Use of Funds for Lobbying Prohibited

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

5.13 Reservation of Rights

The Department reserves the exclusive right to make certain determinations regarding the service requirements. The absence of the Department setting forth a specific reservation of rights does not mean that any provision regarding the services to be performed is subject to mutual agreement. The Department reserves the right to make any and all determinations exclusively which it deems are

necessary to protect the best interests of the State of Florida and the health, safety and welfare of the Department's inmates, and of the general public which is served by the Department, either directly or indirectly, through these services.

5.14 Taxes

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

5.15 Safety Standards

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

5.16 Americans with Disabilities Act

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

5.17 Employment of Department Personnel

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

5.18 Legal Requirements

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

5.19 Conflict of Law and Controlling Provisions

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

5.20 Prison Rape Elimination Act (PREA)

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

5.21 Modifications After Contract Execution

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

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

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

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

5.22 Contract Monitoring

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

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

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

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

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

Within 10 days of receipt of the Department's written monitoring report (which may be transmitted by email), the Vendor shall provide a formal Corrective Action Plan (CAP) to the Department's Contract Manager, or designee, (email acceptable) in response to all noted deficiencies to include responsible individuals and required time frames for achieving compliance. Unless specifically agreed upon in writing by the Department, time frames for compliance shall not exceed 30 days from the date of receipt of the monitoring report by the Vendor. CAPs that do not contain all information required shall be rejected by the Department in writing (e-mail acceptable). The Vendor shall have five (5) days from the receipt of such written rejection to submit a revised CAP; this will **not** increase the required time for achieving compliance. All noted deficiencies shall be corrected within the time

frames identified or the Department will impose financial consequences, as appropriate. The Department's Contract Manager, Contract Monitoring Team, or other designated Department staff, may conduct follow-up monitoring at any time to determine compliance based upon the submitted CAP.

5.23 Rights to Examine, Audit and Administer Resources

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

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

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

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

5.24 Financial Consequences

By executing any Contract that results from this ITN, the Vendor expressly agrees to the imposition of financial consequences, as listed in Section 3, in addition to all other remedies available to the Department by law.

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

5.25 Default

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

5.26 Termination

5.26.2 Termination at Will

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

5.26.3 Termination Due to Lack of Funds

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

5.26.4 Termination for Cause

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

5.26.5 Termination for Unauthorized Employment

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

5.27 Retention of Records

To the extent that information is utilized in the performance of the resulting Contract or generated as a result of it, and to the extent that information meets the definition of "public record," as defined in Section 119.011(1), F.S., said information is recognized by the parties to be a public record and, absent a provision of law or administrative rule or regulation requiring otherwise, shall be made available for inspection and copying by any person upon request as provided in Chapter 119, F.S. The Vendor agrees to: (a) keep and maintain public records required by the Department in order to perform the service; (b) upon request from the Department's custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law; (c) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the Contract if the Vendor does not transfer the records to the Department; and (d) upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Vendor or keep and maintain public records required by the Department to perform the service. If the Vendor transfers all public records to the Department upon completion of the Contract, the Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Vendor keeps and maintains public records upon completion of the Contract, the Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department's custodian of public records, in a format that is compatible with the information technology systems of the Department. Unless a greater retention period is required by state or federal law, all documents pertaining to the program contemplated by this ITN shall be retained by the Vendor for a period of five (5) years after the termination of the resulting Contract or longer as may be required by any renewal or extension of the Contract. Pursuant to §287.058(1)(c), F.S., the Department is allowed to unilaterally cancel the Contract for refusal by the Vendor to allow public access to all documents, papers, letters, or other material made or received by the Vendor in conjunction with the Contract, unless the records are exempt from §24(a) of Art. I of the State Constitution and §119.07(1), F.S.

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

5.28 Indemnification

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

5.29 Inspector General

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

5.30 Cooperative Purchasing

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

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

5.31 Performance Guarantee

The Vendor shall furnish the Department with a Performance Guarantee in the amount of fifty thousand dollars (\$50,000.00), on an annual basis, for a time frame equal to the term of the Contract.

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

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

**ATTACHMENT I
PRICE INFORMATION SHEET
FDC ITN-18-015**

The Vendor shall provide their proposed cost in the tables below. Costs provided shall be inclusive of all technology, training, monitoring, reporting, maintenance, and any other applicable industry-support services.

INITIAL TERM (Five Year Period)	TOTAL
Offender Self-Reporting Services	Price \$ _____ /Per Offender on Supervision

RENEWAL TERM (Five Year Renewal Period)	TOTAL
Offender Self-Reporting Services	Price \$ _____ /Per Offender on Supervision

VENDOR NAME

FEIN#

PRINTED NAME OF AUTHORIZED REPRESENTATIVE

SIGNATURE OF AUTHORIZED REPRESENTATIVE

DATE

**ATTACHMENT II – PASS/FAIL REQUIREMENT CERTIFICATION
AND NON-COLLUSION CERTIFICATION
FDC ITN-18-015**

1. Business/Corporate Experience

This is to certify that the Vendor has at least three (3) years' experience within the last five (5) years in providing offender self-reporting services in a correctional or security/law enforcement setting. The Department understands that, due to the size and complexity of the telephone-based, self-reporting and monitoring services, the service solution may require partnerships, joint ventures, and/or subcontracting between two or more companies, and therefore will consider the combined experience and qualifications of any such partnerships meeting these requirements. To ensure the responding entity is qualified to serve offender populations, the vendor(s), whether responding independently, as a partnership, as a joint venture, or with a Reply that proposes utilization of subcontractor(s), must collectively have at least five (5) total years of business/corporate experience with appropriately experienced management and at least three (3) total years of business/corporate experience within the last five (5) years, providing telephone-based, self-reporting and monitoring services in a correctional setting, preferably to an offender population of at least 10,000 inmates.

2. Prime Vendor

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

3. Performance Bond

This is to certify that the Vendor is able to demonstrate their ability to meet the performance bond requirements. prior to execution of a Contract, the Vendor will deliver to the Department a performance bond or irrevocable letter of credit in the amount equal to the lesser of fifty thousand dollars (\$50,000.00) or the average annual price of the Contract (averaged from the initial five (5) year Contract term pricing). The bond or letter of credit will be used to guarantee at least satisfactory performance by Vendor throughout the term of the Contract (including renewal years).

4. Reply Bond

This is to certify that the Vendor will deliver to the Department a Reply bond or check in the amount of twenty-five thousand dollars (\$25,000.00). The bond ensures against a Vendor's withdrawal from competition subsequent to their submission of a Reply.

5. Meets Legal Requirements

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

6. Data Generated

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

7. Services Performed

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

8. Financial Stability

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

9. Statement of No Inducement

This is to certify that no attempt has been made or will be made by the Vendor to induce any other person or firm to submit or not to submit a Reply with regard to this ITN. Furthermore this is to certify that the Reply contained herein is submitted in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary or other non-competitive Reply.

10. Statement of Non-Disclosure

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

11. Statement of Non-Collusion

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

Dated _____ day of _____ 2017.

Name of Organization: _____

Signed by: _____

Print _____

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

Subscribed and sworn _____ day of _____ 2017.

Personally _____ OR Produced _____ Type of Identification _____

Notary Public: _____

My Commission Expires: _____

**ATTACHMENT III
VENDOR'S REFERENCE FORM
FDC ITN-18-015**

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

On the following pages, the Respondent shall provide the information indicated for three (3) separate and verifiable references. The references listed must be for businesses or government agencies for whom the Respondent has provided services of similar scope and size to the services identified in the ITN. The same reference may not be listed for more than one (1) organization and confidential references shall not be included. In the event the Respondent has had a name change since the time work was performed for a listed reference, the name under which the Respondent operated at that time must be provided in the space provided for Respondent's Name.

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

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

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

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

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

VENDOR'S REFERENCE FORM

Reference #1

Respondent's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference:

VENDOR'S REFERENCE FORM

Reference #2

Respondent's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference

VENDOR'S REFERENCE FORM

Reference #3

Respondent's Name: _____

Reference's Name: _____

Address: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

Contract Performance Period: _____

Location of Services: _____

Brief description of the services performed for this reference

EVALUATION QUESTIONNAIRE FOR REFERENCES

Respondent's Name: _____

Reference's Name: _____

Primary Contact Person: _____ **Alternate Contact Person:** _____

Primary Phone Number: _____ **Alternate Phone Number:** _____

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

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

Reference Verified by: _____

Name (printed)

Title

Signature

Date

**ATTACHMENT V
RESPONDENT'S CONTACT INFORMATION
FDC ITN-18-015**

The Respondent shall identify the contact information as described below.

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

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

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

REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

**ATTACHMENT VI
CERTIFICATION OF DRUG FREE WORKPLACE PROGRAM
FDC ITN-18-015**

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

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

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

Company Name: _____

VENDOR'S SIGNATURE

(Form revised 11/10/15)

**ATTACHMENT VII
NOTICE OF CONFLICT OF INTEREST
FDC ITN-18-015**

Organization Responding to Solicitation: _____

Solicitation Number: FDC ITN-18-015

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

1. Identify all corporate officers, directors or agents of the Respondent who are currently employees of the State of Florida or one of its agencies, were employees of the State of Florida or one of its agencies in within the last two (2) years, or are currently a spouse, parent or sibling such of an employee of the State of Florida or one of its agencies:

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

Signature: _____ Date: _____

Name: _____

Title: _____

Organization: _____

ATTACHMENT VIII
SECURITY REQUIREMENTS FOR CONTRACTORS
FDC ITN-18-015

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

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

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

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

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

**ATTACHMENT IX – REPLY BOND FORM
FDC ITN-18-015**

REPLY BOND

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned [Insert name of Principal] as Principal and [Insert name of Surety] as Sureties, are hereby held and firmly bound unto Florida Department of Corrections, 501 South Calhoun Street, Tallahassee, FL 32399-2500 as Obligee in the penal sum of the dollar amount [Insert Dollar Amount of the Bond here] provided for in the [Insert specific ID# and Title of Solicitation], to which the Principal has submitted a Reply to the Obligee on [Insert Date of Receipt of Submission].

For the payment of the penal sum well and truly to be made, we hereby jointly and severally bind ourselves, our heirs, executors, administrators, successors, and assigns.

Signed this [Insert Day] day of [Insert Month], [Insert Year].

[Insert name of Principal]

By:

[Insert name of Authorized Representative of Principal]
[Insert Title of Authorized Representative of Principal]

[Insert name of Surety]

By:

[Insert name of Authorized Representative of Surety]
[Insert Title of Authorized Representative of Surety]

THE CONDITION OF THE ABOVE OBLIGATION IS SUCH, that whereas the above named Principal has submitted a Reply for [Insert specific ID# and Title of Solicitation].

Now, therefore, if the Reply submitted by the Principal is withdrawn by the Principal within five days of the Obligee's receipt of the Reply then this obligation shall be null and void, otherwise to remain in full force and effect; if the Obligee accepts the bid of the Principal and the Principal within ten days after the awarding of the contract enters into a proper contract in accordance with the Principal's Reply, plans, details, specifications, and bills of material, which said contract is made a part of this bond the same as though set forth herein; then this obligation shall be void; otherwise the same shall remain in full force and effect; it being expressly understood and agreed that the liability of the surety for any and all claims hereunder shall in no event exceed the penal amount of this obligation as herein stated.

The said surety hereby stipulates and agrees that no modifications, omissions, or additions, in or to the terms of the said contract or in or to the plans or specifications therefor shall in any wise affect the obligations of said surety on its bond.