
REQUEST FOR PROPOSALS (RFP)
FOR
OPERATION AND MANAGEMENT OF GADSDEN CORRECTIONAL FACILITY
RFP NO: DMS-16/17-050
THE STATE OF FLORIDA
DEPARTMENT OF MANAGEMENT SERVICES

Procurement Officer: Maureen Livings
Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
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Failure to file a protest within the time prescribed in section 120.57(3), Florida Statutes, 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, Florida Statutes. Any protest must be timely filed with the Department of Management Services' Agency Clerk listed at:

http://www.dms.myflorida.com/agency_administration/general_counsel

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- Attachment A – Draft Contract
- Attachment B – Fixtures, Furnishings & Equipment Inventory
- Attachment C – Transfer Agreement
- Attachment D – Memorandum of Agreement – Emergency Response Team
- Attachment E – Memorandum of Agreement – Release of Liability
- Attachment F – Price Sheet
- Attachment G – Florida Department of Corrections Policies and Procedures and Health Service Bulletins
- Attachment H – DMS Policies and Procedures
- Attachment I – Operating Per Diem Certification
- Attachment J – Florida Department of Corrections Menu
- Attachment K – Florida Department of Corrections Alphabetical State Drug Formulary, March 2017
- Attachment L – Current Facility Program Plan
- Attachment M – Contract and Performance Indicator Tool
- Attachment N – NDA and Intent to Bid
- Attachment O – 602.016 Security Procedure
- Attachment P – Quarterly Performance Measures and Deliverables
- Attachment Q – Special Conditions

Required Forms:

- FORM 1 – CONTACT INFORMATION
- FORM 2 – NOTICE OF CONFLICT OF INTEREST
- FORM 3 – NON-COLLUSION AFFIDAVIT
- FORM 4 – STATEMENT OF NO INVOLVEMENT
- FORM 5 – BUSINESS/CORPORATE REFERENCE FORM
- FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM
- FORM 7 – SUBCONTRACTING
- FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS

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SECTION 1. INTRODUCTION

1.1 Solicitation Objective

The State of Florida, Department of Management Services' Division of Specialized Services, Bureau of Private Prison Monitoring ("Department" or "DMS") is issuing this solicitation to establish a contract for operations and management of the Gadsden Correctional Facility. This solicitation will be administered through the Vendor Bid System (VBS). Vendors interested in submitting a Proposal must comply with all terms and conditions described in this solicitation.

This solicitation has an estimated annual spend of \$14,917,185. This is for informational purposes only and should not be construed as representing actual, guaranteed or minimum spend under any new contract. The Department intends to make a single award. However, the Department reserves the right to make no awards.

1.2 Background Information

Gadsden Correctional Facility (GCF) is located in Gadsden County, Florida. GCF was built in 1994, and is a 950-bed capacity, medium security, open bay dormitory facility housing adult females sentenced to the Florida Department of Corrections.

1.3 Term

The initial term of the contract will be three (3) years, and the contract may be renewed for successive 2-year periods thereafter upon agreement of the parties. Renewals are contingent upon satisfactory performance evaluations by the agency and subject to the availability of funds. The state is not obligated for any payments to the contractor beyond current annual appropriations.

1.4 Special Accommodations

Any person requiring a special accommodation due to a disability should contact the Department's Americans with Disabilities Act (ADA) Coordinator at (850) 488-0439. Requests for accommodation for meetings must be made at least five (5) working days prior to the meeting. A person who is hearing or speech impaired can contact the ADA Coordinator by using the Florida Relay Service at (800) 955-8771 (TDD).

1.5 Procurement Officer

The Procurement Officer is the **sole point of contact** as described in PUR 1001, Section 21.

Procurement Officer for this solicitation is:

Maureen Livings
Procurement Officer, Departmental Purchasing
Florida Department of Management Services
4050 Esplanade Way, Suite 335.2Z
Tallahassee, FL 32399-0950
Phone: 850-410-2404
Email: dms.purchasing@dms.myflorida.com

*****PLACE THE SOLICITATION NUMBER IN THE SUBJECT LINE OF ALL EMAILS TO THE PROCUREMENT OFFICER.*****

During the time between the release of this RFP and the end of the 72-hour period following the Department's posting of the Notice of Intent to Award, Respondents to this solicitation or persons acting on their behalf may not contact any employee or officer of the executive or legislative branch concerning any aspect of this solicitation, except in writing to the Procurement Officer or as provided in the solicitation documents. Violation of this provision may be grounds for rejecting a response.

SECTION 2. SOLICITATION PROCESS

2.1 General Overview

The RFP is a method of competitively soliciting a commodity or contractual service under chapter 287, Florida Statutes. Vendors can submit formal questions in writing to the Procurement Officer by the deadline listed in the Timeline of Events. Proposals must be submitted by the deadline listed in the Timeline of Events.

The Department will hold a public opening of the Proposals at the date, time, and location below. After the Department has reviewed and evaluated the Proposals, the Department will post its decision on the Vendor Bid System.

2.2 Questions and Answers

Respondents will address questions during the Question and Answer period regarding this solicitation to the Procurement Officer via email. The deadline for submission of questions is reflected in the Timeline of Events section.

The Department requests that all questions have the solicitation number in the subject line of the email. Questions are requested to be submitted in the following format:

Question #	Vendor Name	RFP Section	RFP Page #	Question

Questions will not constitute formal protest of the specifications of the solicitation.

Department answers to written inquiries will be issued by addendum via the Vendor Bid System.

2.3 Timeline of Events

The table below contains the Timeline of Events for this solicitation. The dates and times within the Timeline of Events are subject to change. It is the Respondent's responsibility to check for any changes. All changes to the Timeline of Events will be made through an addendum to the solicitation. Respondents are responsible for submitting all required documentation by the dates and times specified below (Eastern Time) specified below.

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Timeline of Events	Event Time (ET)	Event Date
RFP posted on the VBS.		9/13/2017
Vendor deadline to submit Attachment N – NDA and Intent to Bid to the procurement officer.	03:00 PM	9/20/2017
Attachments G, H & M shipped via overnight delivery on CD-ROM to vendors who submitted the Attachment N – NDA and Intent to Bid in accordance with subsection 2.4 of this RFP		9/21/2017
Deadline to supply mandatory site visit information supplied to the Procurement Officer in accordance with section 2.5.	05:00 PM	9/21/2017
Mandatory Site Visit: Gadsden Correctional Facility 6044 Greensboro Hwy Quincy, FL 32353	09:00 AM	9/27/2017
Deadline to submit questions to the Procurement Officer.	3:00 PM	10/5/2017
Department's anticipated posting of answers to Respondents' questions on the VBS.		10/19/2017
Deadline to submit Proposal and all required documents to the Procurement Officer.	3:00 PM	11/2/2017
Public Opening. Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399	3:30 PM	11/2/2017
Formal Evaluations Conducted.		11/3/2017 – 11/29/2017
Public Meeting for Evaluators to confirm scores. Conference Room 101, 4050 Esplanade Way Tallahassee, FL 32399 Conference Call Information: Number: 1 (888) 670-3525 Passcode: 2572858861#	10:00 AM	12/4/2017
Anticipated date to post Notice of Intent to Award.		12/11/2017
Anticipated contract start date.		12/29/2017
Potential Facility transition.		12/29/2017 – 2/28/2018

2.4 Notice of Intent to Submit a Reply and Non-Disclosure Agreement

To be eligible to reply to this RFP, vendors must obtain Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, and Attachment H - DMS Policies and Procedures, Attachment M – Contract and Performance Indicator Tool directly from the Department Procurement Officer. These files contain certain Confidential Information.

To obtain this attachment, vendors must submit a fully completed copy of Attachment N - Non-Disclosure Agreement and Notice of Intent to Submit a Reply, to the procurement officer, by email at dms.purchasing@dms.myflorida.com, by the time and date indicated in subsection 2.3 Timeline of Events.

Upon receipt of the attachment, the Department will send Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, Attachment H - DMS Policies and Procedures, and Attachment M – Contract and Performance Indicator Tool on CD-ROM by Federal Express overnight delivery.

Vendors who submitted Attachment N – Confidentiality and Non-Disclosure Agreement and Notice of Intent to Submit a Reply and received the Confidential Information included in Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins and Attachment H - DMS Policies and Procedures but failed to submit a reply to the RFP shall destroy the Confidential Information, including any copies, by the time replies are due and shall provide a certification and complete access list (page 3 of Attachment N) to the procurement officer that vendor has complied with this requirement on or before the due date of replies.

2.5 Site Visit

The Department has set a specific date for the mandatory site visit to be held at the time and location indicated in 2.3 Timeline of Events and will not allow site visits for Respondents at any other time. **Interested parties shall meet at the main gate of the Facility at the designated time for admittance. All Florida Department of Corrections security procedures shall apply, as stated in Attachment O – 602.016 Security Procedure.**

The site visit is required so that Respondents may become familiar with the Facility and any general and specific conditions that may affect the preparation of a bid and/or the performance of the resultant Contract.

Failure by Respondent to attend the site visit will result in the Respondent being deemed non-responsive. As to this requirement, only Respondents that sign the attendance sheet held by the Procurement Officer for the mandatory site visit will be considered responsive.

Respondents must contact, via email or otherwise in writing, the Procurement Officer at least four (4) business days prior to the site visit and furnish them with the following information for all attendees:

- attendee's full name;
- social security number;
- date of birth; and
- driver's license number and state of issuance.

Participation in the site visit will be limited to five (5) representatives per Respondent.

Persons present as attendees must be the same individuals noted on the final written list. The Department has no obligation to make changes or additions to the Respondent's list of individuals after the deadline to supply mandatory site visit information, as provided in Section 2.3, Timeline of Events. Attendees must present photo identification at the site. For security reasons, any person present for admission to a site visit not on the written list will be denied access.

The Department will accept oral questions during the site visit and will make a reasonable effort to provide answers at that time. However, the Department will only be bound by the written answers it issues in accordance with section 2.2 (Answers to Questions posted on the Vendor Bid System). All other answers and discussions shall not be binding upon the Department.

2.6 Addendum to the Solicitation

The Department reserves the right to modify this solicitation by issuing an addendum posted on the Vendor Bid System. It is the responsibility of the Respondent to check the Vendor Bid System for any changes.

2.7 Contract Formation

The contract will consist of Attachment A – Contract and all Exhibits; this RFP and any addenda in reverse order of issuance; the Special Conditions, which are attached to this RFP as Attachment Q; the General Contract Conditions, PUR 1000, which are incorporated by reference and can be accessed at: http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms, which, to the extent they conflict with the Special Conditions, are replaced by the Special Conditions; and the Respondent's response to this RFP submitted by the awarded Respondent(s) and upon which the award was based.

The attached Special Conditions shall apply except for Sections 7.2 and 7.3, which shall be replaced in their entirety as follows:

7.2. Limitation of Liability. For all claims against the Contractor under any contract or purchase order, and regardless of the basis on which the claim is made, the Contractor's liability under a contract or purchase order for direct damages shall be limited to the greater of \$100,000, the dollar amount of the contract or purchase order, or two times the charges rendered by the Contractor under the purchase order. This limitation shall not apply to claims arising under the Indemnity paragraph contained in this agreement.

Unless otherwise specifically enumerated in the Contract or in the purchase order, no party shall be liable to another for special, indirect, punitive, or consequential damages, including lost data or records (unless the contract or purchase order requires the Contractor to back-up data or records), even if the party has been advised that such damages are possible. No party shall be liable for lost profits, lost revenue, or lost institutional operating savings. The State and Customer may, in addition to other remedies available to them at law or equity and upon notice to the Contractor, retain such monies from amounts due Contractor as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against them. The State may set off any liability

or other obligation of the Contractor or its affiliates to the State against any payments due the Contractor under any contract with the State.

7.3. Indemnification. The Contractor shall be fully liable for the actions of its agents, employees, partners, or subcontractors and shall fully indemnify, defend, and hold harmless the State and Customers, and their officers, agents, and employees, from suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to personal injury and damage to real or personal tangible property alleged to be caused in whole or in part by Contractor, its agents, employees, partners, or subcontractors, provided, however, that the Contractor shall not indemnify for that portion of any loss or damages proximately caused by the negligent act or omission of the State or a Customer.

Further, the Contractor shall fully indemnify, defend, and hold harmless the State and Customers from any suits, actions, damages, and costs of every name and description, including attorneys' fees, arising from or relating to violation or infringement of a trademark, copyright, patent, trade secret or intellectual property right, provided, however, that the foregoing obligation shall not apply to a Customer's misuse or modification of Contractor's products or a Customer's operation or use of Contractor's products in a manner not contemplated by the Contract or the purchase order. If any product is the subject of an infringement suit, or in the Contractor's opinion is likely to become the subject of such a suit, the Contractor may at its sole expense procure for the Customer the right to continue using the product or to modify it to become non-infringing. If the Contractor is not reasonably able to modify or otherwise secure the Customer the right to continue using the product, the Contractor shall remove the product and refund the Customer the amounts paid in excess of a reasonable rental for past use. The customer shall not be liable for any royalties.

The Contractor's obligations under the preceding two paragraphs with respect to any legal action are contingent upon the State or Customer giving the Contractor (1) written notice of any action or threatened action, (2) the opportunity to take over and settle or defend any such action at Contractor's sole expense, and (3) assistance in defending the action at Contractor's sole expense. The Contractor shall not be liable for any cost, expense, or compromise incurred or made by the State or Customer in any legal action without the Contractor's prior written consent, which shall not be unreasonably withheld.

2.8 Modification or Withdrawal of Proposals

Respondents may modify the Proposal at any time prior to the deadline to submit Proposal and all required documents to the Procurement Officer by sending the modified Proposal to the Procurement Officer. A Proposal may be withdrawn by notifying the Procurement Officer in writing before the RFP public opening.

2.9 Diversity

The Department is dedicated to fostering the continued development and economic growth of minority, veteran, and women owned businesses. Participation of a diverse group of Respondents doing business with the State of Florida is central to the Department's effort. To this end, minority, veteran, and women owned businesses are encouraged to participate in the state's competitive procurement process as both Contractors and subcontractors.

SECTION 3. GENERAL AND SPECIAL INSTRUCTIONS

3.1 Introduction

This section contains the General Instructions and Special Instructions to Respondents. The General Instructions to Respondents (PUR 1001, 2006 version) are incorporated by reference and can be accessed at:

http://www.dms.myflorida.com/business_operations/state_purchasing/documents_forms_references_resources/purchasing_forms

The Special Instructions are in Section 3 of the RFP. In the event of conflict between the General Instructions to Respondents and the Special Instructions, the Special Instructions shall have priority.

Sections 3, 5, 9, and 14 of the PUR 1001 (General Instructions) are inapplicable and are replaced as follows:

Section 3. Electronic Submission of Proposals

Proposals shall be submitted in accordance with the General Overview of this solicitation.

Section 5. Questions

Questions shall be submitted in accordance with the Questions and Answers section of this solicitation.

Section 9. Respondent's Representation and Authorization.

In submitting a response, each Respondent understands, represents, and acknowledges the following:

- *The Respondent is not currently under suspension or debarment by the State or any other governmental authority.*
- *To the best of the knowledge of the person signing the response, the Respondent, its affiliates, subsidiaries, directors, officers, and employees are not currently under investigation by any governmental authority and have not in the last ten (10) years been convicted or found liable for any act prohibited by law in any jurisdiction, involving conspiracy or collusion with respect to bidding on any public contract.*
- *Respondent currently has no delinquent obligations to the State, including a claim by the State for liquidated damages under any other contract.*
- *The submission is made 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 noncompetitive response.*
- *The prices and amounts have been arrived at independently and without consultation, communication, or agreement with any other Respondent or potential Respondent; neither the prices nor amounts, actual or approximate, have been disclosed to any Respondent or potential Respondent, and they will not be disclosed before the solicitation opening.*
- *The Respondent has fully informed the Buyer in writing of all convictions of the firm, its affiliates (as defined in section 287.133(1)(a) of the Florida Statutes), and all directors, officers, and employees of the firm and its affiliates for violation of*

state or federal antitrust laws with respect to a public contract for violation of any state or federal law involving fraud, bribery, collusion, conspiracy or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees who were convicted of contract crimes while in the employ of another company.

- *Neither the Respondent nor any person associated with it in the capacity of owner, partner, director, officer, principal, investigator, project director, manager, auditor, or position involving the administration of federal funds:*
 - *Has within the preceding three years been convicted of or had a civil judgment rendered against them or is presently indicted for or otherwise criminally or civilly charged for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a federal, state, or local government transaction or public contract; violation of federal or state antitrust statutes; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; or*
 - *Has within a three-year period preceding this certification had one or more federal, state, or local government contracts terminated for cause or default.*
- *The product offered by the Respondent will conform to the specifications without exception.*
- *The Respondent has read and understands the Contract terms and conditions, and the submission is made in conformance with those terms and conditions.*
- *If an award is made to the Respondent, the Respondent agrees that it intends to be legally bound to the Contract that is formed with the State.*
- *The Respondent has made a diligent inquiry of its employees and agents responsible for preparing, approving, or submitting the response, and has been advised by each of them that he or she has not participated in any communication, consultation, discussion, agreement, collusion, act or other conduct inconsistent with any of the statements and representations made in the response.*
- *The Respondent shall indemnify, defend, and hold harmless the Buyer and its employees against any cost, damage, or expense which may be incurred or be caused by any error in the Respondent's preparation of its bid.*
- *All information provided by, and representations made by, the Respondent are material and important and will be relied upon by the Buyer in awarding the Contract. Any misstatement shall be treated as fraudulent concealment from the Buyer of the true facts relating to submission of the bid. A misrepresentation shall be punishable under law, including, but not limited to, Chapter 817 of the Florida Statutes.*

Section 14. Firm Response

- **DMS may make an award within three hundred sixty-five (365) days after the date of the opening, during which period Replies shall remain firm and shall not be withdrawn. A Reply may not be withdrawn after award. If an award is not made within three hundred sixty-five (365) days, the Replies shall remain firm until DMS receives from an Offeror's written notice that a Reply is withdrawn. Any Reply that expresses a shorter duration may, in DMS' sole discretion, be accepted or rejected.**

3.2 MyFloridaMarketPlace (MFMP) Registration

The awarded Respondent(s) must have completed this process prior to Contract execution. For additional information, please visit: <https://vendor.myfloridamarketplace.com/>.

The awarded Respondent(s) will be required to pay the required MFMP transaction fee(s) as specified in Section 3.7 of the General Contract Conditions, PUR 1000, attached as Attachment Q - Special Conditions, as modified in Section 2.7 of this RFP, unless an exemption has been requested and approved prior to the award of the contract pursuant to Rule 60A-1.032 of the Florida Administrative Code.

3.3 Florida Substitute Form W-9 Process

State of Florida vendors *must* register and complete an electronic Florida Substitute Form W-9. The Internal Revenue Service (IRS) receives and validates the information vendors provide on the Form W-9. For instructions on how to complete the Florida Substitute Form W-9, please visit: <http://www.myfloridacfo.com/Division/AA/StateAgencies/W-9Instructions022212.pdf>

The awarded Respondent(s), if any, must have completed this process prior to Contract execution.

3.4 How to Submit a Proposal

Submit the Proposal in (a) properly marked, sealed box(es) containing the following:

- 3.4.1** One (1) original, un-redacted bound version of the Proposal, with seven (7) un-redacted, bound paper copies.
- 3.4.2** One (1) original of Attachment F – Price Sheet in a separate sealed envelope.
- 3.4.3** One (1) scanned copy of the entire Proposal in Adobe (.pdf) and Attachment F -- Price Sheet in Excel (.xls) or Adobe (.pdf) on a USB flash drive. Large files should be scanned as separate files.
- 3.4.4** One (1) electronic redacted copy of the entire Proposal on a USB flash drive (if applicable, as described in subsection 3.8 of this RFP).

All electronic documents are to be searchable to the fullest extent practicable. Paper and electronic copies of Proposals are to consist of identical information. In the event of a conflict between the copies, the original paper Proposal controls.

Sealed Proposals are to be clearly marked on the outside of the package with the solicitation number company name and Procurement Officer Name.

Proposals are to be submitted to the Procurement Officer at the address listed in the Procurement Officer section.

Proposals should be prepared simply and economically, providing a straightforward, concise delineation of the Respondent's capabilities to satisfy the requirements of this solicitation. The emphasis of each Proposal should be on completeness and clarity of content.

Respondents are responsible for submitting their Proposals by the date and time specified in the Timeline of Events section of this solicitation.

3.5 **Mandatory Responsiveness Requirements**

The Department will not evaluate Proposals from Respondents that do not meet the minimum requirements listed below. The Respondent's Experience and Ability narrative and Proposed Technical Solution will be addressed at the evaluation phase and will not be evaluated for the determination of responsiveness.

Provide a signed Form 8 – Mandatory Responsiveness Requirements, and provide the required documentation requested in this subsection.

3.5.1 The Respondent must submit Attachment N – NDA and Intent to Bid, in accordance with Section 2.3 Timeline of Events.

3.5.2 The Respondent must submit its Access List, as described in Attachment N, NDA and Intent to Bid, section 6.e, with its Proposal.

3.5.3 The Respondent must attend the mandatory site visit, in accordance with section 2.5, and sign the attendance sheet.

3.5.4 The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.

3.5.5 The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.

3.5.6 The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 3.1 herein.

3.5.7 The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form.

<http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf>

3.5.8 The Respondent must certify that the Respondent is not listed 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.

3.5.9 The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded the Contract. Website: www.sunbiz.org

3.5.10 The Respondent must certify that it has based its Proposal on 950 contracted inmates and is capable of providing services under the contract for 950 contracted inmates.

NOTE: The certifications required in subsections 3.6.4 through 3.6.10 are to be accomplished through the execution of Form 8.

3.5.11 The Respondent must have a minimum of ten (10) years' experience providing the same or similar services as those described in this solicitation, demonstrated by a

submitted Form 5, Business Experience. (The Respondent may submit Form 5 as many times as necessary to demonstrate the ten years of experience).

3.5.12 Attachment F – Price Sheet Per Diem cells shaded in yellow and Blended Per Diem cell shaded in blue must meet or exceed the seven percent (7%) savings per diem established in Attachment I - Operating Per Diem Certification of this RFP.

3.5.13 The Respondent must submit a letter, signed on or after September 1, 2017, issued by a U.S. commercial bank or a foreign bank authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain or irrevocable letter of credit in the amount of \$1,000,000.00.

3.6 Contents of Proposal

Proposals are to be organized in sections as directed below. Respondents are to complete each section entirely or the Respondent may be deemed non-responsive. The Department reserves the right to waive any minor irregularity, technicality, or omission if the Department determines that doing so will serve the best interest of the state.

The Respondent's entire Proposal shall be based upon 950 contracted inmates.

The Respondent is to organize its Proposal as follows:

Tab 1 A cover letter on the Respondent's letterhead with the following information:

- a) Company name and physical address
- b) Primary location from where the work will be performed
- c) Contact information for primary point of contact, including phone and email address
- d) Federal Employer Identification (FEID) Number

Tab 2 Completed FORMS and ATTACHMENTS:

FORM 1 – CONTACT INFORMATION
FORM 2 – NOTICE OF CONFLICT OF INTEREST
FORM 3 – NON-COLLUSION AFFIDAVIT
FORM 4 – STATEMENT OF NO INVOLVEMENT
FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM
FORM 7 – SUBCONTRACTING

Tab 3 FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS
FORM 5 – BUSINESS EXPERIENCE (Multiple Form 5s may be submitted).

Tab 4 Response to the RFP

Provide the following information in the Proposal, which will be evaluated against the criteria listed in the Selection Methodology Section.

- Experience and Ability

- a. Narrative on Experience and Ability. Furnish a narrative on Respondent's relevant experience and ability to provide the services requested.
- b. Organizational Chart and Staffing Pattern. A proposed organizational chart, proposed staffing pattern, and a proposed post chart in accordance with Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, FDC procedure 602.030 security staff utilization (restricted/confidential). The successful Respondent's Organizational Chart and Staffing Pattern will become Exhibit D – Staffing Pattern. Respondent should provide proposed positions, job codes, and salaries. The successful Respondent's proposed positions, job codes, and salaries will become Exhibit E – Positions, Job Codes, and Salaries.

Attachment G - Florida Department of Corrections Policies and Procedures and Health Service Bulletins, FDC procedure 602.030 security staff utilization (restricted/confidential) is available pursuant to section 2.5 of this RFP for Respondents' review and information only.

- Proposed Technical Solution (limited to 300 hundred pages or less) Provide a full description of Respondent's plan for carrying out the services requested in the solicitation, including the following:
 - a. Operations Plan. A Operations Plan that will address how Respondent plans to provide all services related to the general operation of the Facility in accordance with Attachment A - Draft Contract, FDC policies and procedures, Florida Statutes, the Florida Administrative Code.
 - b. Security Operations Plan. A Security Operations Plan that will address how Respondent plans to provide all security operations for the Facility in accordance with Attachment A – Draft Contract, FDC policies and procedures, Florida Statutes, and the Florida Administrative Code.
 - c. Health Services Plan. A Health Services Plan that will address how Respondent plans to provide all necessary healthcare services for the population of the Facility in accordance with Attachment A – Draft Contract, FDC policies and procedures, Health Service Bulletins, Florida Statutes, and the Florida Administrative Code.

Attachment K – Florida Department of Corrections Alphabetical State Drug Formulary, March 2017, is attached for Respondents review and information only.

- d. Inmate Programmatic Services Plan. An Inmate Programmatic Services Plan that will address how Respondent plans to provide all services related to all programs Respondent will provide at the Facility, in accordance with FDC policies and procedures, applicable Department of Education policies, applicable Department of Children and Families policies, Florida Statutes, and the Florida Administrative Code. Respondent's Plan will clearly identify all programs Respondent will provide at the Facility and outline all services required to effectively provide such programs. This plan is to be in accordance with Attachment A – Draft Contract section 4.33 Inmate

Programmatic Services, and utilize the percentages detailed in Attachment A – Draft Contract section 4.33.4. At a minimum, this Plan will address the following program areas:

1. Education / academic programs;
2. Behavioral programs;
3. Vocational programs; and
4. Substance abuse programs.

Respondents should include a list and complete description of the curriculum and citations for academic journals substantiating the program's effectiveness at reducing recidivism. Respondents should further demonstrate how the plan supports transition and reintegration for inmates back into the community and including work readiness. The successful Respondent's Inmate Programmatic Service Plan will become Exhibit F – Inmate Programmatic Services Plan.

Attachment L – Current Facility Program Plan, and Attachment P – Quarterly Performance Measures and Deliverables, are attached for Respondent's review and information only.

This Plan should clearly identify programs funded by the management payment or those funded by the Privately Operated Institutions Inmate Welfare Trust Fund (POIIWTF). Programs required by Attachment A – Draft Contract section 4.33 Inmate Programmatic Services, should be paid from the management payment, not POIIWTF. Attachment H – DMS Policies and Procedures, which includes DMS Policy 08-103 POIIWTF, is attached for Respondent's review and information only. POIIWTF funding available for fiscal year 2017/18 is anticipated to be fully expended by December 31, 2017.

- e. Transition Plan. Respondent should provide a proposed transition plan that will describe how the Respondent will work cooperatively with the current contractor (if applicable), DMS, and FDC on a detailed transition plan upon service commencement. The transition plan shall address both the service commencement and the end of the contract term. It will also address all foreseeable scenarios in which services under this Contract would be transitioned to DMS, FDC, or an outside vendor. The proposed transition plan provided in Respondent's Proposal shall be replaced by a formal agreed transition plan in accordance with section 11.4 of the Contract.

Tab 5 Proposed Pricing (Initial and Renewal Years)

The Respondent shall fully complete and submit Attachment F. **The pricing shall be submitted in a separate sealed envelope.** The pricing submitted by Respondent shall meet or exceed the cost savings requirements in section 957.07, Florida Statutes.

The Respondent must complete Attachment F - Price Sheet according to the instructions in Attachment F - Price Sheet, and section 3.10 of this RFP. The Respondent must submit the final electronic version on USB Flash Drive of the

Attachment F - Price Sheet in the form provided with no alterations, other than the provision of information in the yellow cells. The Respondents may not add additional tabs to the workbook. Failure to provide Attachment F - Price Sheet with complete pricing information will disqualify the Respondent from further consideration.

Respondent's proposed pricing shall apply to the initial term and any renewal terms.

Tab 6 Location of Principal Place of Business—

1. Out of State

Pursuant to section 287.084, F.S., any Respondent stating that its "principal place of business" is outside of Florida must submit, with its Proposal, a written opinion of an attorney at law, licensed to practice law in that foreign state, that contains information explaining the preferences, any or none, granted by the law of that state to its own business entities whose principal place(s) of business are in that foreign state in the letting of any or all public contracts.

2. In State

If the Respondent's principal place of business is in Florida, include a certification statement to that effect.

3.8 Redacted Submissions

The following subsection supplements section 19 of the PUR 1001. If a Respondent considers any portion of the documents, data, or records submitted in its Proposal to this solicitation to be confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or other authority, a Respondent must mark the document as "Confidential" and simultaneously provide the Department with a separate redacted copy of its Proposal 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 Respondent's name on the cover and shall be clearly titled "Redacted Copy." The Redacted Copy should only redact those portions of material that the Respondent claims are confidential, proprietary, trade secret, or otherwise not subject to disclosure pursuant to chapter 119, Florida Statutes, the Florida Constitution, or other authority.

In the event of a request for public records pursuant to chapter 119, Florida Statutes, the Florida Constitution, or other authority, to which documents that are marked as confidential are responsive, the Department will provide the Redacted Copy to the requestor. If a requestor asserts a right to the Confidential Information, the Department will notify the Respondent that such an assertion has been made. It is the Respondent's responsibility to assert that the information in question is exempt from disclosure under chapter 119 or other applicable law. If the Department becomes subject to a demand for discovery or disclosure of the Confidential Information of the Respondent in a legal proceeding, the Department shall give the Respondent prompt notice of the demand prior to releasing the information (unless otherwise prohibited by applicable law). The Respondent shall be responsible for defending its determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure.

By submitting a Proposal, the Respondent agrees to protect, defend, and indemnify the Department for any and all claims arising from or relating to the Respondent's determination that the redacted portions of its Proposal are confidential, proprietary, trade secret, or otherwise not subject to disclosure. **If the Respondent fails to submit a redacted copy of information it claims is confidential, the Department is authorized to produce the entire documents, data, or records submitted to the Department in answer to a public records request for these records.**

3.9 Additional Information

By submitting a Proposal, the Respondent certifies that it agrees to and satisfies all criteria specified in this solicitation. The Department may request, and the Respondent shall provide, supporting information or documentation. Failure to supply supporting information or documentation as required and requested may result in the Proposal being deemed non-responsive.

3.10 Price Sheet Instructions

3.10.1 The Respondent must submit a completed Attachment F - Price Sheet in a separate sealed envelope.

3.10.2 The Respondent shall provide a price in each yellow cell of the submitted Attachment F - Price Sheet. Failure to provide a price in a cell may render the Respondent's price sheet(s) non-responsive.

3.10.3 The Respondent shall use legible handwriting, if applicable, when completing the Price Sheet(s).

3.10.4 If necessary, price(s) may be finalized based on a confirmed request for clarification by the Department to the Respondent and if applicable, corrected price sheets.

3.10.5 Per Diem shaded in yellow, and Blended Per Diem shaded in blue, on Attachment F - Price Sheet, shall meet or exceed the seven percent (7%) savings Per Diem established in Attachment I of this RFP to be considered responsive to this solicitation.

3.11 Subcontracting

The awarded Respondent shall be fully responsible for all work performed under the Contract. The awarded Respondent shall use only those subcontractors properly and specifically identified in the subcontracting form of the Proposal, except as permitted below.

3.11.1 Subcontracting after Contract Execution

To subcontract any services to a subcontractor not originally identified in the Proposal, a Contractor shall submit a written request to the Department's Contract Manager identified in the Contract. The written request shall include, but is not limited to, the following:

3.11.1.1 The name, address and other information identifying the subcontractor;

3.11.1.2 Type of services to be performed by the subcontractor;

- 3.11.1.3 Time of performance for the identified service;
- 3.11.1.4 How the Contractor plans to monitor the subcontractor's performance of the identified services;
- 3.11.1.5 Certification that the subcontractor has all licenses and county authority, as applicable, and/or has satisfied all legal requirements to provide the services to the Department. Also, the Contractor shall certify that the subcontractor is approved by the Florida Department of State to transact business in the State of Florida. **If the subcontractor is an out-of-state company, it must have a Florida Certificate of Authority from the Department of State, Division of Corporations, to transact business in the State of Florida. For additional information, please visit the following website: www.sunbiz.org**
- 3.11.1.6 A copy of the written subcontract agreement; and
- 3.11.1.7 Acknowledgement from the subcontractor of the Contractor's contractual obligation to the Department and that the subcontractor agrees to comply with all terms and conditions of the resulting Contract.

The Contractor acknowledges that it shall not be released of its contractual obligation to the Department because of any subcontract. The Contractor is solely responsible for ensuring the subcontractor maintains the insurance as required. The Department shall treat the Contractor's use of a subcontractor not contained herein and/or approved by the Department as a breach of this Contract.

3.12 Cooperation with the Inspector General

Pursuant to section 20.055(5), Florida Statutes, the Contractor and any subcontractors understand and will comply with their duty to cooperate with the inspector general in any investigation, audit, inspection, review or hearing.

SECTION 4. SELECTION METHODOLOGY

4.1 Evaluation Criteria

The Technical Proposal counts as seventy percent (70%) of the overall score and comprises the following RFP sections:

- a) Section 4.2.1 Experience and Ability (24%); and
- b) Section 4.2.2 Proposed Technical Solution:
 1. Operations Plan (11%)
 2. Security Operations Plan (12%)
 3. Health Services Plan (10%)
 4. Inmate Programmatic Services Plan (8%)
 5. Proposed Transition Plan (5%)

The Financial Proposal will count as thirty percent (30%) of the overall score and will be calculated based on Attachment F - Price Sheet.

4.2 Scoring of Technical Proposal (70 points)

The technical proposal counts as seventy percent (70%) of the overall score and comprises the following RFP sections: section 4.2.1 Experience and Ability (24%), and section 4.2.2 Proposed Technical Solution, as provided below:

- a) Operations Plan (11%)

- b) Security Operations Plan (12%)
- c) Health Services Plan (10%)
- d) Inmate Programmatic Services Plan (8%)
- e) Proposed Transition Plan (5%)

For each Scorable Category of a Respondent's Technical Proposal, each evaluator will assign scores from 1-10, where 1 is the lowest score and 10 is the highest score achievable. Evaluators' scores will be totaled for each Scorable Category for each Respondent. (For purposes of 4.2 Scoring of Technical Proposal of this RFP, each of the following is considered a "Scorable Category": Experience and Ability; Operations Plan; Security Operations Plan; Health Services Plan; Inmate Programmatic Services Plan; and Proposed Transition Plan.) The Respondent earning the highest total score for a given Scorable Category will be awarded the maximum amount of points for that Scorable Category. Each Respondent's score below the highest scoring Respondent's score will receive proportional points. For example, if there are only two Respondents, and Respondent A has an Experience and Ability total score of 12 and Respondent B has an Experience and Ability total score of 11, Respondent A will receive 24 points and Respondent B will receive 22 points (calculated as Respondent B's score divided by Respondent A's score multiplied by 24).

4.2.1 Experience and Ability (24 points)

Evaluation of the Respondent's experience and ability to provide services will be based on the Experience and Ability narrative, the Organizational Chart and Staffing Pattern, information contained in Tab 4 of the Proposal, and any information in other portions of the Proposal that is relevant to the Respondent's experience and ability. Evaluators will consider how well the Proposal meets this procurement's requirements and addresses this procurement's goals and objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators may consider such factors that include, but are not limited to, how well the Respondent's Proposal demonstrates: the experience to provide the services sought; the qualified key personnel to provide the services sought; the ability to provide the services sought; and sufficient detail related to the names, areas of expertise, functions, and reporting relationships of key people directly responsible for the Contract and for account support services.

4.2.2 Proposed Technical Solution

Evaluation of the Respondent's proposed technical solution will be based on the information contained in Tab 4 of the Proposal and on information contained in any other portion of the Proposal relevant to the Respondent's proposed technical solution.

a. Operations Plan (10 points total)

Evaluators will consider how well Respondent's proposed Operations Plan meets this procurement's requirements and addresses this procurement's goals and objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Operations Plans effectively addresses daily operations of the facility, providing Inmate Welfare Services, and a preventative maintenance plan, including addressing ongoing maintenance needs.

b. Security Operations Plan (8 points total)

Evaluators will consider how well Respondent's proposed Security Operations Plan meets this procurement's requirements and addresses this procurement's goals and

objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Security Operations Plan effectively addresses daily security operations of the facility, security staffing levels, and overall security, control, custody and supervision of inmates.

c. Health Services Plan (10 points total)

Evaluators will consider how well Respondent's proposed Health Services Plan meets this procurement's requirements and addresses this procurement's goals and objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Health Services Plan effectively addresses daily inmate health services, how the plan utilizes preventative medicine and overall quality and sufficiency of detail of the Health Services Plan.

d. Inmate Programmatic Services Plan (8 points total)

Evaluators will consider how well Respondent's proposed Inmate Programmatic Services Plan meets this procurement's requirements and addresses this procurement's goals and objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the level of detail and proposed Programmatic Services Plan effectively addresses substance abuse treatment programming, academic/educational programming, vocational programming, behavioral health programming and transition programming.

e. Proposed Transition Plan (5 points total)

Evaluators will consider how well Respondent's Proposed Transition Plan meets this procurement's requirements and addresses this procurement's goals and objectives as outlined in this RFP and Attachment A – Draft Contract. In performing their evaluation, evaluators will consider how well the Proposed Transition Plan demonstrates Respondent's ability to meet the Department's requirement for service commencement on January 6, 2018, with transition complete by March 6, 2018; addresses all transition requirements in section 11.4 of the Contract, and any other Contract references to termination of services; and provides overall quality and sufficiency of detail of the Proposed Transition Plan.

4.3 Scoring of Financial Proposal (30 points)

The financial proposal will count as thirty percent (30%) of the overall score and will be calculated based on Attachment F - Price Sheet, with a maximum score of thirty (30) points. Each financial proposal will earn a single score using the total Blended Per Diem contained in Attachment F - Price Sheet. Maximum available points will be awarded to the Respondent submitting the lowest Blended Per Diem. Scoring will be determined by comparing all Blended Per Diem submitted by responsive Respondents. The Respondent with the lowest Blended Per Diem in Attachment F – Price Sheet will receive 30 points. Each Respondent's Blended Per Diem that is higher than the lowest Blended Per Diem will receive proportional points. For example, if there are only two respondents, and respondent A has a Blended Per Diem of \$35 and respondent B has a total price of \$40, respondent A will receive 30 points and respondent B will receive 26 points (calculated as respondent A's Blended Per Diem divided by respondent B's Blended Per Diem multiplied by 30 points).

The scoring of the Financial Proposal will be done by the Procurement Officer.

4.4 Basis of Award

The award will be made to the Respondent with the highest scored Proposal, including pricing and technical scoring.

The Department reserves the right to award as determined to be in the best interest of the state and to accept or reject any and all Proposals or separable portions and to waive any minor irregularity if the Department determines that doing so will serve the best interest of the state.

4.5 Proposal Disqualification

Proposals that do not meet all requirements, specifications, terms, and conditions of the solicitation, or fail to provide all required information, documents, or materials, may be rejected as non-responsive. Proposals that contain provisions that are contrary to the requirements of the solicitation may be deemed non-responsive. A Respondent whose Proposals, past performance, or current status do not reflect the capability, integrity, or reliability to fully and in good faith perform the requirements of this solicitation may be rejected as non-responsive. The Department reserves the right to determine which Proposals meet the requirements of this solicitation and which Respondents are responsive and responsible.

SECTION 5. AWARD

5.1 Rights for Award

The Department reserves the right to:

- Divide the work among vendors by type of service, geographic area, and/or both;
- Award contracts for less than the entire service area, less than all services encompassed by this solicitation, or both; and
- Award to, and contract with, the Respondent with the next highest score in the event that the Department is unable to contract with the initially or subsequently awarded Respondent.

5.2 Agency Decision

The Department will post a Notice of Intent to Award to enter into one or more contracts with the Respondent(s) identified therein, on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

If the Department decides to reject all Proposals, it will post its notice on the VBS website: http://vbs.dms.state.fl.us/vbs/main_menu.

5.3 Protest of Terms, Conditions and Specifications

With respect to a protest of the terms, conditions, and specifications contained in this solicitation, including any provisions governing the methods for scoring responses, awarding contracts, or modifying or amending any contract, a notice of intent to protest shall be filed in writing with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, FL 32399, within 72 hours after the posting of the solicitation. For purposes of this provision, the term "the solicitation" includes this solicitation document, any addendum, response to written questions, clarification, or other document concerning the terms, conditions, and specifications of the solicitation.

5.4 Protest of Notice of Intended Award

Any Respondent desiring to protest the Notice of Intent to Award shall file a notice of protest and any subsequent formal written protest with the Agency Clerk, Department of Management Services, 4050 Esplanade Way, Tallahassee, Florida, 32399, within the time prescribed in section 120.57(3) Florida Statutes and Chapter 28-110, Florida Administrative Code. Please copy the Procurement Officer on such filings. Failure to file a notice of protest and a formal protest within the time prescribed in section 120.57(3), Florida Statutes, shall constitute a waiver of proceedings under Chapter 120, Florida Statutes.

FAILURE TO FILE A PROTEST WITHIN THE TIME PRESCRIBED IN SECTION 120.57(3), FLORIDA STATUTES, 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, FLORIDA STATUTES.

THIS SPACE INTENTIONALLY LEFT BLANK.

FORM 1 – CONTACT INFORMATION

By completing and signing this form, the person submitting Proposal and its pricing is authorized to respond to this solicitation on the Respondent's behalf.

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

For contractual purposes, should the Respondent be awarded, the contact person shall be (if this column is blank, the contact person for solicitation purposes shall be the contract person for contractual purposes):

Name	_____	_____
Title	_____	_____
Company Name	_____	_____
Address	_____	_____
Telephone	_____	_____
Fax	_____	_____
E-mail	_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 2 - NOTICE OF CONFLICT OF INTEREST

Company Name _____

For the purpose of participating in the solicitation process and complying with the provisions of Chapter 112, of the Florida Statutes, the company states the following conflict(s) of interest exists as noted below (if none, write N/A in the applicable section(s) below):

The persons listed below are corporate officers, directors or agents and are currently employees of the State of Florida or one of its agencies:

_____	_____
_____	_____
_____	_____

The persons listed below are current State of Florida employees who own an interest of five percent (5%) or more in the company named above:

_____	_____
_____	_____
_____	_____

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 3 - NON-COLLUSION AFFIDAVIT

STATE OF _____
COUNTY OF _____

I state that I _____ of _____,
(Name and Title) (Name of Firm)

am authorized to make this affidavit on behalf of my firm and its owner, directors and officers. I am the person responsible in my firm for the price(s) and amount(s) of this Proposal, and the preparation of the Proposal. I state that:

1. The price(s) and amount(s) of this Proposal have been arrived at independently and without consultation, communication or agreement with any other Provider, potential provider, Proposal, or potential Proposal.
2. Neither the price(s) nor the amount(s) of this Proposal, and neither the approximate price(s) nor approximate amount(s) of this Proposal, have been disclosed to any other firm or person who is a Provider, potential Provider, Proposal, or potential Proposal, and they will not be disclosed before Proposal opening.
3. No attempt has been made or will be made to induce any firm or persons to refrain from submitting a Proposal for this contract, or to submit a price(s) higher that the prices in this Proposal, or to submit any intentionally high or noncompetitive price(s) or other form of complementary Proposal.
4. The Proposal of my firm is made 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 noncompetitive Proposal.
5. _____, its affiliates, subsidiaries, officers, director, and employees
(Name of Firm)
are not currently under investigation, by any governmental agency and have not in the last three years been convicted or found liable for any act prohibited by state or federal law in any jurisdiction, involving conspiracy or collusion with respect to Proposal, on any public contract, except as follows:

I state that I and the named firm understand and acknowledge that the above representations are material and important, and will be relied on by the State of Florida for which this Proposal is submitted. I understand and my firm understands that any misstatement in this affidavit is, and shall be treated as, fraudulent concealment from the State of Florida of the true facts relating to the submission of Proposals for this contract.

Dated this _____ day of _____ 2015.

Name of Organization: _____

Signed by: _____

Print Name _____

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

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

Notary Public: _____

My Commission Expires: _____

FORM 4 - STATEMENT OF NO INVOLVEMENT

I, _____, as an authorized representative of the proposing company, certify that no member of this company nor any person having any interest in this company has been involved with the Department of Management Services to assist it in:

- 1. Developing this solicitation; or,
- 2. Performing a feasibility study concerning the statement of work, if applicable.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 5 – BUSINESS EXPERIENCE

Provide the information requested below. Print and complete this form as many times as needed to demonstrate at least ten (10) years of experience in providing the same or similar services sought in this procurement. The Department may contact the persons listed below. The experience cannot be from:

- a. Current employees of DMS.
- b. Former employees of DMS within the past three (3) years.
- c. Persons currently or formerly employed by the Respondent's organization.
- d. Board members of the Respondent's organization.
- e. Relatives.
- f. Corporations based solely in a foreign country.
- g. A member of the Respondent's organization who has written, completed and submitted the form on behalf of the reference.
- h. Any person involved in the drafting of this RFP or the procurement process.

The same entity may not be listed more than once.

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 should be provided in the space provided for "Brief Summary of Services."

The Department reserves the right to contact entities stated below, and also other than those identified by the Respondent, to obtain additional information regarding past performance. Any information obtained as a result of such contact may be used to determine whether or not the Respondent is a "responsible Vendor", as defined in Section 287.012(25), Florida Statutes.

Information	Experience #1
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #2
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

Information	Experience #3
Company name	
Contact Person	
Title	
Address	
City	
State	
Telephone Number	
Email Address	
Contract Period (contract start date to contract end date)	
Brief Summary of Services	

FORM 6 – ADDENDUM ACKNOWLEDGEMENT FORM

This acknowledgment form serves to confirm that the Respondent has reviewed and accepted all Addenda to the solicitation posted on the Vendor Bid System (VBS).

Please list all Addendum(s) below.

Name of Respondent's Organization

Signature of Authorized Representative and Date

Print Name

FORM 7 – SUBCONTRACTING

The Respondent is to complete the information below on all subcontractors that shall provide services to the Respondent to meet the requirements of the resultant contract, should the Respondent be awarded. Submission of this form does not indicate the Department's approval, but provides the Department with information on proposed subcontractors for review.

Please complete a separate sheet for each subcontractor.

There will be subcontractors for this solicitation YES ____ NO ____ (place a checkbox where applicable). If not, vendors are not required to complete the remainder of this form.

Service: _____

Company Name: _____

Contact: _____

Address: _____

Telephone: _____

Fax: _____

Current Registered as Certified Minority Business Enterprise (CMBE), Women-Owned Business (WBE), or Veteran-Owned? Yes _____ No _____

Occupational License No: _____

Acknowledgement from Respondent that this subcontractor has successfully complied with the "Subcontractor Acceptance Process": Yes _____ No _____

W-9 verification: Yes _____ No _____

In a job description format, describe below the responsibilities and duties of the subcontractor based on the technical specifications outlined in this solicitation.

FORM 8 – MANDATORY RESPONSIVENESS REQUIREMENTS

SOLICITATION SECTION REFERENCE	RESPONSIVENESS REQUIREMENTS	VENDOR PAGE # OF PROPOSAL
3.5.1	The Respondent must submit Attachment N – NDA and Intent to Bid, in accordance with Section 2.3 Timeline of Events.	
3.5.2	The Respondent must submit its Access List, as described in Attachment N, NDA and Intent to Bid, section 6.e, with its Proposal.	
3.5.3	The Respondent must attend the mandatory site visit, in accordance with section 2.5, and sign the attendance sheet.	N/A
3.5.4	The Respondent must certify that the person submitting the Proposal and its pricing is authorized to respond to this solicitation on the Respondent’s behalf.	N/A
3.5.5	The Respondent must certify that the Respondent will accept the Contract terms and conditions as stated herein, without qualification or exception.	N/A
3.5.6	The Respondent must certify that the Respondent is in compliance with Section 9 of the PUR 1001 form as modified by subsection 3.1 herein.	N/A
3.5.7	The Respondent must certify that the Respondent is not a Discriminatory Vendor or Convicted Vendor as defined in Sections 7 and 8 of the PUR 1001 form. http://www.dms.myflorida.com/content/download/2934/11780/1001.pdf	N/A
3.5.8	The Respondent must certify that the Respondent is not listed 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.	N/A
3.5.9	The Respondent must certify that the Respondent is currently authorized to do business with the State, or will attain authorization through the Department of State, Division of Corporations, within seven (7) business days of notice of award, should the Respondent be awarded the Contract. Website: www.sunbiz.org	N/A
3.5.10	The Respondent must certify that it has based its Proposal on 950 contracted inmates and is capable of providing services under the contract for 950 contracted inmates.	N/A

3.5.11	The Respondent must have a minimum of ten (10) years' experience providing the same or similar services as those described in this solicitation, demonstrated by a submitted Form 5, Business Experience. (The Respondent may submit Form 5 as many times as necessary to demonstrate the ten years of experience).	
3.5.12	Attachment F – Price Sheet Per Diem cells shaded in yellow and Blended Per Diem cell shaded in blue must meet or exceed the seven percent (7%) savings per diem established in Attachment I - Operating Per Diem Certification of this RFP.	
3.5.13	The Respondent must submit a letter, signed on or after September 1, 2017, issued by a U.S. commercial bank or a foreign bank authorized to do business in the State of Florida and written on company letterhead that documents the Respondent's present ability to obtain or irrevocable letter of credit in the amount of \$1,000,000.00.	

Signature below certifies that the signatory has the authority to respond to this solicitation on the Respondent's behalf, and certifies conformance with all Responsiveness Requirements listed above.

Name of Respondent's Organization

Signature of Organization's Authorized Representative

Date

(Signature of Notary)

Check One:

Personally Known

Produced the following ID

AFFIDAVIT OF NO OFFSHORING

(To be executed at the time of contract and annually thereafter)

Pursuant to subsection 11.23 of the Contract, the undersigned Contractor hereby attests that the Contractor and its Subcontractors do not perform any of the Services under the Contract from outside of the United States, and the Contractor does not allow any State of Florida Data to be sent by any medium, transmitted or accessed outside of the United States.

Contractor Name: [TBD]
Contractor's Federal Employer Identification Number (FEIN #): _____

Authorized Signature: _____

Print Name: _____

Title: _____

Date: _____

Sworn to (or affirmed) and subscribed before me on this _____ day of _____ by

(Signature of Notary)

Check One:
 Personally Known
 Produced the following ID _____